

# Collective Agreement

Simon Fraser University Faculty Association

and

Simon Fraser University

July 1, 2019 – June 30, 2022



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## Preamble

Recognizing that the University is committed to the pursuit of excellence in the advancement and dissemination of knowledge through teaching and research and to service to the local, national and international community, the parties to this Agreement are resolved to cooperate in promoting the attainment of these goals, abiding by the principles of academic freedom, and dedication to the performance of professional obligations and responsibilities. The parties further affirm their commitment to the principles of openness and consultation in their dealings with one another.

The purposes of this Agreement are to:

- set out the terms and conditions of employment of Members of the bargaining unit;
- promote harmonious relationships between the University and the Association and its Members by providing a mutually acceptable, orderly and expeditious means of settling differences that may arise from time to time.

## Definitions

For the purpose of this Agreement:

“Agreement” means this Collective Agreement between the parties.

“Article” means an article in this Agreement.

“Association” means The Faculty Association of Simon Fraser University.

“Association President” means the President of the Faculty Association of Simon Fraser University.

“Chair” means the Chair of a Department or the Director of a School. When used in a generic way may also refer to the Dean in a non-departmentalized faculty, a Supervisor for Library Appointments, and the University Archivist for Archives Appointments.

“Department” means an academic unit within a faculty approved by the Senate and headed by a Chair, as defined above.

“Faculty” means an academic unit approved by the Senate and headed by a Dean.

“Faculty member” means a member of the Association and “faculty” means all members of the Association collectively.

“Librarian” means Librarian and Archivist Faculty.

“Librarian and Archivist Faculty” means Librarians and Archivists 1-4 and Division Heads.

“Member(s)” means a member of the Association.

“Non-departmentalized faculty” means a faculty without departments, namely Beedie School of Business, Faculty of Education, and the Faculty of Health Sciences.

“Parties” means the parties to this Agreement, namely Simon Fraser University and the Simon Fraser University Faculty Association.

“President” means the President of Simon Fraser University.

“Research Faculty” or “Tenure Track Faculty” means Instructors, Assistant Professors, Associate Professors, and Professors.

“Teaching Faculty” means Laboratory Instructors, Lecturers, Senior Lecturers, and University Lecturers.

“University” means Simon Fraser University.

## University-Association Relations

### Article 1: Association Relations

#### Recognition of the Bargaining Unit

- 1.1 The composition of the bargaining unit will be as defined by the Certification issued by the Labour Relations Board of British Columbia on May 16, 2014 (the Certification).
- 1.2 Specifically, pursuant to the Certification, the bargaining unit will consist of all persons employed by the University full-time or part-time as:
  - 1.2.1 Faculty members: Instructor, Lecturer, Senior Lecturer, University Lecturer, Assistant Professor, Associate Professor or Professor and including Practitioner Faculty;
  - 1.2.2 Term Faculty;
  - 1.2.3 Librarians and Archivists, including Term Librarians and Archivists;
  - 1.2.4 Laboratory Instructors, including Term Laboratory Instructors;
  - 1.2.5 Faculty members who are assigned overload teaching responsibilities ([Article 39: Overload Teaching Contracts](#));
  - 1.2.6 Retired University Faculty, Librarians, Archivists, and Laboratory Instructors who hold post retirement appointments,
- 1.3 Except:
  - 1.3.1 Persons holding appointment or acting appointment as President, Vice-President, Associate Vice-President, Dean, Associate Dean and University Archivist for the period of their administrative appointment;
  - 1.3.2 Persons designated by the President for specific negotiating or advisory roles in negotiations with the Association for the period of their specific role.
- 1.4 Persons holding Visiting or Sessional Instructor appointments are excluded from the bargaining unit even if the term of appointment or of successive appointments exceeds one year.

#### Recognition of the Association

- 1.5 The University recognizes the Association as the sole bargaining agent for all members of the bargaining unit as defined by the Certification issued May 16, 2014.

#### Provision of Services

- 1.6 The University agrees to provide the Association with office space at standard rental rates and, subject to availability, to provide at standard rates those services normally available to departments at the request of the Association.

## Recognition of Service

- 1.7 A Member's contribution to the work of the Association will be deemed service to the University and will be recognized in all assessments of performance including, but not limited to, renewal, tenure, promotion, and salary review.

## Recognition of Officers and Representatives of the Association

- 1.8 The University agrees to recognize Directors, staff and others who may be designated from time to time as officers or professional representatives of the Association.

## Article 2: Association Membership and Dues

- 2.1 Except as specified below, it will be a condition of employment that each Member of the bargaining unit join, and pay membership dues to the Association.
- 2.2 An exception will be made to this provision for a person who affirms a religious objection to membership in the Association as per Section 17 of the *British Columbia Labour Relations Code*, in which case that employee will pay an amount equivalent to membership dues to a charitable organization, registered as such under the *Income Tax Act* and mutually agreed upon by the parties.
- 2.3 The University will honour a bargaining unit Member's written assignment of salary to this effect:
- "To Simon Fraser University: Until this assignment is revoked by me in writing, I hereby authorize you to deduct from my salary a sum equal to the membership dues in the Association fixed in accordance with its Constitution, and to pay that sum to the Association."
- 2.4 The University will deduct regularly from the salary of each Member of the bargaining unit who provides a written assignment the amount specified above, and will each month forward to the Association the total amount collected together with a list of members from whom deductions were made in that month.
- 2.5 The Association will advise the University in writing of all dues required by the Association. When any change is made by the Association in the amount of dues to be deducted, the University will not be obliged to make the new deductions until the pay period following that in which written notice of the change was received.

## Article 3: Collection of Personal Information

- 3.1 The collection of personal information will be governed by [Collection of Personal Information Policy, I 10.05](#). This policy will not be changed without consultation as per Article 8.2: Joint Committee.
- 3.2 This policy will ensure:
  - 3.2.1 compliance with the privacy rules in BC's *Freedom of Information and Protection of Privacy Act*;
  - 3.2.2 that the University collects personal information using an appropriate method and notice of collection, and ensures that the information privacy rights of those individuals who give their personal information to the University are protected.

## Article 4: No Discrimination

- 4.1 The University and the Association will comply with BC's *Human Rights Code* in all matters related to employment.
- 4.2 In particular the parties will not discriminate based on any of the following grounds subject to any limitations outlined in the *Human Rights Code* and related jurisprudence:
  - 4.2.1 Race
  - 4.2.2 Colour
  - 4.2.3 Ancestry
  - 4.2.4 Place of origin
  - 4.2.5 Political belief
  - 4.2.6 Religion
  - 4.2.7 Marital status
  - 4.2.8 Family status
  - 4.2.9 Physical or mental disability
  - 4.2.10 Sex
  - 4.2.11 Gender
  - 4.2.12 Sexual orientation
  - 4.2.13 Gender identification
  - 4.2.14 Age
  - 4.2.15 Conviction of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person
- 4.3 Decisions concerning the terms and conditions of employment of a Member will be made on the basis of performance and/or performance-related criteria.

## Article 5: Release Time for Association President and Chief Negotiator

- 5.1 The President of the Association will be entitled to a reduction of workload over the term of the appointment. 20% of workload will be designated university service and will require no release. Specific terms of the release will be negotiated between the Association President and the Chair or equivalent and will be approved by the appropriate Dean.
- 5.2 For a tenured or tenure track faculty Member, the release time will consist of at least one and no more than four courses and half of the research expectations of a Member at the same rank.
- 5.3 The Department will be reimbursed to cover the teaching releases at the rate of TSSU sessional course stipends (three contact hours).
- 5.4 For a Lecturer or Laboratory Instructor, workload reduction will be not less than 50% and up to 100%. Costs will be percentage of release time multiplied by salary at floor of the appropriate job category.
- 5.5 For a Librarian or Archivist, workload reduction will be not less than 50% and up to 100%. Costs will be percentage of release time multiplied by salary at floor of the Librarian 1 category.
- 5.6 The Chief Negotiator will be entitled to a reduction of workload equivalent to one course per year. The Department will be reimbursed to cover the teaching release at the rate of a TSSU sessional course stipend (three contact hours).

### Payment of Release Time

- 5.7 The cost of workload reductions arising from Article 5: Release Time for Association President and Chief Negotiator (Article [5.1](#)-5.6) will be shared equally by the Association and the University.
- 5.8 An Association Member released under this Article will receive full pay and benefits as provided for in this Agreement.

### Release Time for Other Officers of the Association

- 5.9 Other Association Officers (Committee Chairs, Special Projects Coordinators) will be entitled to release time with the agreement of the responsible Dean in consultation with the Chair or equivalent. Such agreement will not be unreasonably withheld. Costs for releases under this provision will be consistent with the terms for Chief Negotiator, but will be paid fully by the Association.

## Article 6: Collective Bargaining Procedures

- 6.1 Either party may, at any time within four months immediately preceding the expiry of the agreement, by written notice require the other party to commence collective bargaining.
- 6.2 Once notice to commence collective bargaining has been given, the parties must, within 10 days after the date of the notice, commence to bargain collectively in good faith, and make every reasonable effort to conclude a renewal or revision of the collective agreement.
- 6.3 Within five working days after notice to bargain has been given, the parties will select their bargaining representatives and will notify the other party in writing of the names of their negotiators.
- 6.4 The parties desire to reach a negotiated agreement and will make every effort to do so. However, should either party determine that they cannot reach agreement without assistance of a third party, either party may apply for a mediation officer to be appointed pursuant to Section 74 of the *Labour Relations Code*.
- 6.5 Without limiting access to a mediation officer appointed as per Article 6.4: Collective Bargaining Procedures above, the parties may also agree to appoint a mediator of their choosing. The parties will, no later than 10 days after the notice to commence collective bargaining has been given, endeavor to agree upon a list of up to three people who may be asked to act in such capacity in the event such an appointment becomes necessary.
- 6.6 Meeting costs related to the collective bargaining process (specifically room rentals and food and beverage costs) will be shared between the parties. Each party will cover its own expenses relating to production of materials (printing, photocopying, office supplies).

## Article 7: Information-Sharing

- 7.1 The Parties agree to the regular exchange of information required for effective bargaining and administration of the Collective Agreement. Recognizing the rights and responsibilities of the Parties and of Members of the bargaining unit with regard to protection of privacy and access to information, the Parties agree to the following:
  - 7.1.1 The University will provide the Association, within the first two weeks of each semester, a list of current Members, basic demographic and contact information including but not limited to: birth date, gender, and university email address as well as employment information including but not limited to: nominal salary; any market, retention or other salary supplement; rank; percentage of position if less than full-time; department or unit; new employees, dismissals or eliminations; and retirements, as well as any other information as outlined in other parts of this agreement.
  - 7.1.2 The University will provide summary information regarding Association Members in receipt of long-term disability benefits.



- 7.1.3 The University will provide summary information on the distribution of career progress and merit increments distributed in the previous year.
- 7.1.4 The University will further provide the Association with information regarding the Academic Staff Pension Plan, benefits plans and the University's financial position, including but not limited to: audited and other reports regarding the Academic Staff Pension Plan; audited financial statements provided to the Board of Governors; timely disclosure of any planning activities that are likely to substantially impact the terms and conditions of employment of Members; Senate and Board of Governors appointments and minutes; University budgets and budget reports when released to the Board.
- 7.1.5 The Association will provide the University with information regarding Association administration including but not limited to: the Association's Executive committee or other standing committees as related to the bargaining or administration of this collective agreement; any changes in Association staff; an up-to-date copy of the Constitution and By-laws of the Association; and other information required elsewhere in this Agreement.
- 7.1.6 The Association will use all information provided to it by the University in a manner consistent with its duties under the *Labour Relations Code*, RSBC 1996, c.244 as amended, and its responsibilities under the *Personal Information Protection Act*, SBC 2003, c.63.

## Article 8: Joint Meetings

### University-Association Senior Administration Meetings

- 8.1 The following meetings will be held monthly to discuss topics of general interest to the University, the Association, and its Members, excluding matters related to the application, interpretation or administration of the Collective Agreement:
  - 8.1.1 Monthly meetings between the Association Executive and senior administration
  - 8.1.2 Monthly meetings between the Association President and the University President
  - 8.1.3 Monthly meetings between the Association President and the Vice-President, Academic
  - 8.1.4 Other meetings as mutually agreed by the parties from time to time

### Joint Committee

- 8.2 Consultation on topics relating to the application, interpretation or administration of the Collective Agreement will be dealt with by the Joint Committee.
- 8.3 For the purposes of this Article, consultation means the mutual exchange of information and opinions.
- 8.4 The parties will establish and maintain a Joint Committee of no less than four representatives, with at least two from each party. The Joint Committee will meet regularly and, in any case, no less than once every two months to discuss, in good faith,

issues related to the workplace that affect bargaining unit Members and are raised by either party.

- 8.5 Where the University intends to introduce or modify a policy or procedure that substantially impacts the professional duties, responsibilities or privileges of Members, it will consult with the Association, through the Joint Committee, and will consider in good faith any comments received from the Association. When proposed modifications to policies or procedures are drafted, the Association will be provided with copies of those drafts and given reasonable opportunity to respond.

## **Article 9: No Strikes or Lockouts**

- 9.1 There will be no strikes or lockouts for the term of this agreement.

## **Article 10: Right to Respect a Picket Line**

- 10.1 A Member has the right to refuse to cross a legal picket line of another bargaining unit on campus.
- 10.2 A Member who chooses not to cross a legally-constituted picket line will inform the Dean within 36 hours after a picket line is announced. All others will be expected to perform their normal duties at the usual location.
- 10.3 A Member who chooses not to cross a picket line will not be paid for that period of time.
- 10.4 Where a labour disruption impacts a work-site for less than a full day, and a Member withdraws services only for the affected period, the deduction will be made on an hourly basis.

## **Article 11: Entry into Force and Duration**

### **Approval by the Association**

- 11.1 The Association will submit this Agreement and any amendments subsequently made to it to a ballot of Members of the bargaining unit. Approval by a majority of those voting will constitute ratification by the Association.

### **Approval by the University**

- 11.2 Majority vote by the Board of Governors voting will constitute approval by the University.

## Entry into Force

- 11.3 Upon approval by the Association and approval by the Board of Governors the Agreement will be signed by the President of the University and by the President of the Association and will thereupon enter into force.

## Publication and Distribution of Agreement

- 11.4 No more than 60 days after the Agreement has been approved and signed by both parties, it will be made available electronically on the websites of both the University and the Association.

## Duration of Agreement

- 11.5 This Agreement will commence on the date of signing and will extend to June 30, 2022.

## Amendments to the Agreement and Extension of Time Limits

- 11.6 Amendments to this Agreement or extension of any time limits contained therein must be in writing and signed by the appropriate authorities, and may be made at any time by agreement of the parties.

# Agreement Principles

## Article 12: Academic Freedom

- 12.1 Academic freedom is the freedom to examine, question, teach, and learn, and it involves the right to investigate, speculate, and comment without reference to prescribed doctrine, as well as the right to criticize the University, Association, and society at large.
- 12.2 Specifically, academic freedom ensures:
- 12.2.1 freedom in the conduct of teaching;
  - 12.2.2 freedom in undertaking research and publishing or making public the results thereof;
  - 12.2.3 freedom from institutional censorship.
- 12.3 Academic staff will not be hindered or impeded in any way by the University or the Association from exercising their legal rights as citizens, nor will they suffer any penalties because of the exercise of such rights. The parties agree that they will not infringe or abridge the academic freedom of any member of the academic community.
- 12.4 Academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base research and teaching on an honest search for knowledge.
- 12.5 As part of their teaching activities, teachers are entitled to conduct frank discussion of potentially controversial matters which are related to their subjects. This freedom of expression will be based on mutual respect for the opinions of other members of the academic community.

- 12.6 Librarian and Archivist Faculty have a duty to promote and maintain intellectual freedom. They have a responsibility to protect academic freedom and are entitled to full protection of their own academic freedom and practices. For Librarians, this includes the right to express their academic judgment in the development of the Library collection and to make the collection accessible to all users in accordance with the University Library policies, even if the materials concerned are considered controversial. For Archivists, this includes the right to express their academic judgment in the acquisition and development of the Archives' holdings.

## Article 13: Employment Equity

- 13.1 The University maintains [Employment Equity Policy, GP 19](#) and this policy will not be changed without consultation as per Article [8.2](#): Joint Committee.
- 13.2 Consistent with the Employment Equity Policy, the University and the Association are committed to the identification and removal of discriminatory barriers to the selection, hiring, and promotion of persons in designated equity groups, specifically aboriginal people, persons with disabilities, visible minorities, and women, and any other group as required by law or this Agreement. Departments will employ appropriate strategies to encourage application by and consideration of individuals from designated groups that are under-represented.
- 13.3 The University is committed to an employment equity program so that no individual is denied access to employment opportunities for reasons unrelated to ability or qualifications.
- 13.4 The University will develop a methodology for monitoring Members' salaries for inequities based on prohibited grounds.
- 13.5 Recognizing that the data is based on self-reporting, the University will collect and monitor aggregate statistics regarding the representation of the designated groups in the bargaining unit, and will report these annually with a copy to the Association. Work force representation will be measured by comparing the University work force to the availability of qualified designated group members in the appropriate labour force.
- 13.6 The University will maintain an Employment Equity Advisory Committee (the Committee) consistent with the Employment Equity Policy. The Committee will provide advice and assistance to the University regarding the development and implementation of the University's equity program(s). The Association representative(s) on the Committee will be appointed by the Association.

## Article 14: Freedom of Information and Protection of Privacy

- 14.1 To ensure compliance with BC's *Freedom of Information and Protection of Privacy Act* regarding access to general information and the protection of personal information held by the University and where the University has custody or control of the information, University policies and procedures regarding freedom of information and protection of privacy will be governed by [Access to Information and Protection of Privacy Policy, I 10.04](#), which will not be changed without consultation as per Article [8.2](#): Joint Committee.

## Article 15: Health and Safety

- 15.1 The University maintains [University Health and Safety Policy, GP 17](#) and this policy will not be changed without consultation as per Article [8.2](#): Joint Committee.
- 15.2 The University is responsible for maintaining a healthy and safe workplace for all Members and will:
- 15.2.1 protect the safety of all bargaining unit Members against unsafe working conditions and occupational hazards;
  - 15.2.2 formulate and carry out continuing effective safety programs appropriate to University operations, including instructional activities in off-campus settings;
  - 15.2.3 give priority to a safe work environment in the planning, direction and implementation of University activities;
  - 15.2.4 comply with all relevant statutes, regulations and standards of regulatory authorities representing occupational health and safety;
  - 15.2.5 on a monthly basis, provide the Association with a list of its Members who have missed work due to a workplace incident and have submitted a WorkSafeBC Form 7, provided that the Member expresses consent for the Association to receive such information.

### Safety Committees

#### University Safety Committee

- 15.3 The University Safety Committee, constituted as per the *Workers Compensation Act* and any other legislative requirements, will:
- 15.3.1 ensure that the University safety program is maintained and reinforced;
  - 15.3.2 review concerns and suggestions in respect to industrial health and safety and recommend corrective action where considered warranted;
  - 15.3.3 review the reports of current accidents or industrial diseases, their causes and means of prevention;
  - 15.3.4 assist in the dissemination of appropriate information and foster awareness and appreciation of accident prevention.

## Other Safety Committees

- 15.4 The University will constitute Safety Committees (University Safety Committee, Local and Special Safety Committees) as required by the *Workers Compensation Act*, [Policy GP 17, University Health and Safety](#), and any other applicable policy or legislation.

## Article 16: Human Rights

- 16.1 The University maintains [Human Rights Policy, GP 18](#) and this policy will not be changed without consultation as per Article [8.2](#): Joint Committee.
- 16.2 The University will provide a working environment that is free from discrimination and harassment and that allows for the full and free participation of all Members.
- 16.3 “Harassment” is any behaviour that satisfies one or more of the following definitions of harassment:
- 16.3.1 Harassment based on a prohibited ground of discrimination, meaning behaviour directed towards another person or persons that:
- 16.3.1.1 is abusive or demeaning; and
  - 16.3.1.2 includes a direct or indirect reference to any prohibited ground of discrimination under the *BC Human Rights Code* or this Agreement; and
  - 16.3.1.3 would be viewed by a reasonable person experiencing the behaviour as an interference with their participation in a University-related activity.
- 16.3.2 Sexual harassment, meaning behaviour of a sexual nature by a person:
- 16.3.2.1 who knows or ought reasonably to know that the behaviour is unwanted or unwelcome; and
  - 16.3.2.2 which interferes with another person's participation in a University-related activity; or
  - 16.3.2.3 leads to or implies professionally- or academically-related consequences for the person harassed.
- 16.3.3 Personal harassment, meaning behaviour directed towards a specific person or persons that:
- 16.3.3.1 serves no legitimate purpose; and
  - 16.3.3.2 would be considered by a reasonable person to create an intimidating, humiliating, or hostile work environment.
- 16.4 The University's policies and procedures pursuant to human rights, discrimination, and harassment will be consistent with BC’s *Human Rights Code* and any other local, provincial or federal statute as may apply, and will include measures to: prevent discrimination; provide, to the extent possible, confidentiality in dealing with complaints; protect parties from reprisals that fall within the authority of the University; provide procedures to handle complaints; resolve problems; and remedy situations when a violation of such policies and/or procedures occurs.

- 16.5 The University will provide educational and training programs designed to support a workplace free of discrimination and harassment and to ensure that all members of the University community are aware of their responsibilities under the *Human Rights Code* and this Agreement.
- 16.6 The University will accommodate individuals or groups protected from discrimination under the *Human Rights Code* unless it would create undue hardship to the University.
- 16.7 Nothing in the University's policies or procedures will limit or otherwise restrict the ability of the Association to pursue matters related to human rights, discrimination or harassment through this Agreement's grievance procedure(s).

## Rights and Responsibilities

### Article 17: Integrity in Research

- 17.1 The [University Integrity in Research Policy, R 60.01](#) governs expectations and procedures, including timelines for investigations, related to scholarly integrity, which will not be changed without consultation as per Article [8.2](#): Joint Committee.
- 17.2 The University supports and encourages the maintenance of the highest ethical standards in research and scholarship. Primary responsibility for high standards of conduct in research and scholarship rests with the individuals carrying out these activities.
- 17.3 Any complaint or concern pursuant to the Integrity in Research Policy will be administered consistent with the principles of natural justice. Members subject to investigation pursuant to this policy will be informed of their right to be represented by the Association.

### Article 18: Intellectual Property

#### General

#### Definition

- 18.1 Intellectual Property (IP) is the result of intellectual or artistic activity, created by a Member (the Creator) in a scholarly or professional capacity that can be owned by a person. Specifically, this includes inventions, publications (including scholarly publications), educational materials, computer software, works of art, industrial and artistic designs, as well as other intellectual property rights (creations) that can be protected under legislation including, but not limited to: patent, copyright or trade-mark, integrated topography, industrial design laws, and/or through a trade secret.

#### Existing Policies

- 18.2 The University maintains [Intellectual Property Policy, R 30.03](#) and this policy will not be changed without consultation as per Article [8.2](#): Joint Committee.

## Applicability

- 18.3 This Article does not apply to IP created in the course of non-University activities that do not make use of facilities, resources, or funds administered by the University, for example, outside employment or other activity in an area unrelated to University activities, or activity conducted wholly while on an unpaid leave of absence away from the University.

## Principles

- 18.4 Members who create IP own the products of their intellectual endeavours and are free to publish those products without commercial intent, to pursue commercialization with the assistance of the University, or to pursue commercialization of the IP in their own right.
- 18.5 Because of the University's unique role in the creation and dissemination of knowledge, products of intellectual endeavour should be used for the greatest possible public benefit. IP produced solely in anticipation of profit is incompatible with University scholarly and research activity.
- 18.6 The University retains a royalty-free perpetual right to use for scholarly, academic, and other non-commercial purposes on all IP created through use of University resources.
- 18.7 Any IP created through use of University resources and then commercially exploited is subject to exercise of the University's right to share in the revenue earned from such commercialization of the IP.
- 18.8 The University has the right to require the Creator of IP to disclose the intention to commercialize that IP because of the University's responsibility to be accountable to government and the public.

## Ownership

- 18.9 Although the University has the right to require assignment of an interest in IP created by a Member through the use of its resources, the full ownership of IP and all rights pertaining to ownership are vested in the Creator, unless the Creator has entered into an agreement with the University to the contrary. The following exceptions apply and are fully explained in the Intellectual Property Policy:
- 18.9.1 The University owns IP resulting from work specifically requested of a Member by the University pursuant to a written contract of employment.
- 18.9.2 The University owns IP resulting from the performance of a written contract for service, agreement, or commission in which the University and the Creator have agreed to the University's ownership.
- 18.9.3 The University or a sponsoring agency owns the rights to IP developed in the course of sponsored research pursuant to a written contract.
- 18.10 The University specifically acknowledges that the substance of a lecture, whether delivered in the classroom or via other means, belongs to the Creator and that records of such lectures do not constitute IP under the terms of the Intellectual Property Policy.



- 18.11 The University specifically acknowledges that IP created in the form of a textbook, instructional website, or other instructional material developed as part of the normal course of teaching activities of a faculty member is owned by the Creator.
- 18.12 The Creator of IP may voluntarily assign or transfer any interest in the IP to the University. The University, at its discretion, may accept such assignment or transfer and thereafter may transfer or license its ownership or interest to others, including the Creator.
- 18.13 The Creator of IP may assign or transfer their interest in the IP to the public domain or transfer that interest to another entity.

### Communication and Dissemination

- 18.14 The University has a strong interest in maintaining complete academic freedom and the unrestricted dissemination of knowledge and information produced by Members of the University community. However, Creators of IP should be aware that publication may introduce deadlines for proprietary protection of IP, for example, in filing patent applications.
- 18.15 The University wishes to encourage Members to publish the findings of their research and wishes to prevent unnecessary restrictions on such publication. The University therefore encourages its Members to avoid contractual arrangements which unduly restrict the freedom of publication. Note that the [External Research Funding Agreements Policy, R 10.01](#) prohibits secret research.
- 18.16 Creators retain their traditional right to determine, within reason, the timing and nature of publication of research results.
- 18.17 The University will obtain the consent of the Creator before entering into third-party agreements which would preclude or restrict the Creator's ability to communicate the results of research.

### Disclosure and Commercialization

- 18.18 Creators are free to commercialize their IP without involving the University in the commercialization process.
- 18.19 Any Creator who elects to commercialize their IP must disclose the intention to the University at as early a stage of development as possible, in writing, to the Chair/Director of the Department/School or the University Librarian who will then forward the information to the Vice-President, Research via the Innovation Office (IO).
- 18.20 Creators are assured of confidentiality of proprietary and business information when disclosing IP and commercialization plans to University personnel. Similarly, Creators will not disclose proprietary or business information of the University.

### Commercialization Procedures

- 18.21 Detailed procedures are fully explained in the Intellectual Property Policy.

## Revenue Sharing

- 18.22 The University has the right to share in revenue obtained from commercializing IP developed through use of University resources. The University supports the principle that the revenue accruing from IP should be shared fairly and proportionately between the Creator(s) and the University, in relation to the contributions of the University and the Creator(s).
- 18.23 The following approaches to revenue sharing with the University will be used to determine equitable distribution of revenue, taking into consideration the normal use of University resources and any additional financial or other contributions by the University to the commercialization endeavour. Dollar values below may be revised from time to time by the Office of the Vice-President, Research to apply to subsequent revenue-sharing agreements. Exceptions may be made, under the authority of the Vice-President, Research, based on above-normal or below-normal use of University resources and additional financial or other contributions.
- 18.23.1 If the Creator retains ownership of the IP and does not request the assistance of the University in commercializing the IP, the University will normally receive 15% of additional annual revenues received by each of the Creator(s), after \$25,000 in annual Revenue has been received by that Creator. This is based on the provision of general University resources and facilities including (possibly) minor IO staff assistance. Assignment of the IP is not required.
- 18.23.2 If the Creator(s) requests assistance of the University in commercializing the IP and the University agrees to assist, then – after the direct costs of commercialization are repaid from revenue shared on a 50:50 basis – the University will normally retain 30% of annual revenue.
- 18.23.3 If the Creator requests assistance of the University in commercializing the IP and the University declines to assist, or the University abandons the commercialization of the IP and assigns the IP back to the Creator pursuant to Section 8.7 of the Intellectual Property Policy, the University will normally receive 5% of additional annual revenues after the first \$100,000 in annual revenue has been received by each of the Creator(s). This is based on the provision of general University resources and facilities including (possibly) minor IO staff assistance. Assignment of the IP is not required.
- 18.24 In the case of joint Creators, the above annual “threshold” amount before which revenue is shared applies to each Creator separately.

## Article 19: Legal Representation and Indemnification

### Legal Representation

- 19.1 The University will provide legal advice, representation and/or indemnification in the event that a Member has need for legal representation that reasonably results from the carrying out of their customary employment duties in good faith, subject to the following provisions.
- 19.2 All requests for legal representation by a Member will be made to the University's General Counsel who will make the decisions regarding the extent to which legal representation may be provided, and who would provide that representation.
- 19.3 Legal representation stipulated in this Article does not apply to legal action initiated by a Member, nor to internal proceedings initiated by the University against a Member.
- 19.4 The University will not assume the costs for legal representation of a Member when legal representation has been secured by the Member without the prior written permission of the University.

### Liability Insurance

- 19.5 The University maintains liability insurance to cover all employees acting in good faith within the normal scope of their employment. This coverage, where applicable, is available to all Members according to the terms of, and subject to the limitations of, the insurance policy.
- 19.6 Where the action or claim against the Member is covered under an insurance policy, legal counsel and representation will be provided to the employee in accordance with the terms of the applicable insurance policy. The Member will provide information and assistance to the insurer as necessary.
- 19.7 A copy of the policies of insurance as amended from time to time will be made available for review by the Association upon request.

## Article 20: Outside Activities

### Primary Commitment

- 20.1 A full-time University appointment entails a year-round commitment to the various responsibilities of a faculty member.
- 20.2 A Member should not undertake activities that prevent the due discharge of any of their University responsibilities or that contravene the [Conflict of Interest Policy, GP 37](#).

### Outside Activities

- 20.3 This Article applies to both paid and unpaid activities that involve the application of special skills and knowledge within the Member's particular academic or professional competence.

- 20.4 The Parties recognize that participation in outside activities may enhance the professional, scholarly, and scientific work of Members and may benefit the University and the larger community by fostering the transfer and application of knowledge.
- 20.5 A Member must inform the Chair and the Dean, in advance and in writing, of involvement in any of the following:
- 20.5.1 Activities that will result in the rescheduling, delegation, or non-fulfillment of any work obligations, including regular teaching duties, office hours, or departmental committee service
  - 20.5.2 Activities that require a Member's time commitment of more than 30 consecutive days or 52 cumulative days per calendar year
  - 20.5.3 Activities that will generate annual cumulative income per calendar year for the Member in excess of 25% of the Member's total annual salary
  - 20.5.4 In the case of Members with full-time continuing appointments, any outside employment
  - 20.5.5 Activities that will involve the use of University resources (facilities, employees, or services)
    - 20.5.5.1 These may be subject to a requirement to reimburse the University for resultant costs.
- 20.6 The Dean will consult with the Chair regarding any notifications pursuant to this Article. Authorization for the activity may be withheld if it would prevent or impede the due discharge of the faculty member's responsibilities.

#### **Exempted Outside Activities**

- 20.7 Outside activities that are exempt from this policy are those that constitute service to the Member's discipline or to the University. These include teaching in the University's Continuing Studies Program; being an external reviewer for a department at another university; being an external referee for a promotion or tenure case; acting as a peer reviewer for a granting agency or publisher; serving as editor of a journal in one's area of expertise; serving as a local, regional, national or international representative on a professional organization; and any activity at the University's request.

#### **Annual Disclosure**

- 20.8 In January of each year, every Member must submit an Annual Report of Outside Activities to their Chair.

## Dispute Resolution

### Article 21: Dispute Resolution

#### Informal Resolution of Disagreements

- 21.1 The University and the Association are committed to resolving differences informally, in a fair and timely manner, whenever possible.
- 21.2 If a Member of the bargaining unit (or a group of Members) has a complaint or concern, the Member(s) should make every reasonable effort to discuss this matter with the appropriate administrator within 20 working days of the date the complainant(s) became aware of or ought reasonably to have become aware of the incident giving rise to the grievance.
- 21.3 The Member will have the right to have an Association representative present in such a discussion. The administrator will have the right to have a representative from Faculty Relations present for such a discussion.
- 21.4 If the informal meeting leads to a resolution of the dispute, the resolution must be recorded in a manner agreed to by the parties.
- 21.5 A resolution achieved at an informal meeting will be without prejudice or precedent and will have no effect other than to resolve the dispute that was discussed at the informal meeting.

#### Grievance

- 21.6 A Grievance is a dispute between the parties over the interpretation, application, operation, or alleged violation of the Collective Agreement that has been filed according to the grievance procedure described below.
- 21.7 Both the University and the Association have the authority to file a Grievance.
- 21.8 The University and the Association undertake to process Grievances expeditiously.
- 21.9 The party that has filed a Grievance will have the sole carriage of it.
- 21.10 The designated representative(s) of one party must deal directly and exclusively with the designated representative(s) of the other party in connection with the processing of a Grievance.
- 21.11 The time limits specified in this Article may be extended by the mutual agreement of the parties. Where this occurs, the amended time limits must be specified in writing.

#### Grievance Procedure

- 21.12 A Grievance must be in writing and must specify:
  - 21.12.1 the events which have given rise to the Grievance or the matter(s) in dispute or both;
  - 21.12.2 the Article(s) of this Collective Agreement which are in issue including those which the party filing the Grievance alleges the other party has violated;
  - 21.12.3 the remedy sought.

- 21.13 A Grievance brought by the Association must be submitted to the Executive Director of Faculty Relations with a copy to the Dean of the faculty under whose authority the act or omission occurred which forms the basis of the Grievance.
- 21.14 A Grievance brought by the University must be submitted to the President of the Association.
- 21.15 In all cases, a grievance brought by either party must be submitted to the other party within 30 working days of the date on which:
- 21.15.1 the matter giving rise to the Grievance occurred;
  - 21.15.2 the grievor knew, or should reasonably have known of the incident giving rise to the Grievance;
  - 21.15.3 an attempted informal resolution of the dispute has failed or either party has given notice that they wish to end the Informal Resolution process; whichever is later.
- 21.16 The parties will meet within 10 working days of receipt of the Grievance, and will make every reasonable effort to resolve the Grievance. Each party will determine their appropriate attendees for this meeting.
- 21.17 If a Grievance is resolved at this meeting, the settlement must be committed to writing and signed by the representatives of the University and the Association who attended the meeting within five working days of the date on which the resolution was reached.
- 21.18 If the Grievance is not resolved at this meeting, the representative of the party that received the Grievance must provide the other party with written reasons for denying the Grievance within five working days of the last meeting.
- 21.19 Meetings held between the parties in an effort to resolve the Grievance will take place on a without prejudice basis.
- 21.20 The parties may agree to hold more than one meeting for the purpose of resolving the Grievance. Where more than one meeting occurs, the time for delivering a party's reasons for denying the Grievance will be calculated from the date of the final such meeting or correspondence between the parties related to the Grievance.
- 21.21 In the case of grievance of suspension or dismissal, the matter may proceed directly to arbitration.

### Arbitration

- 21.22 If efforts of the parties to resolve the Grievance are unsuccessful, the grieving party may, within 15 working days after receiving the other party's written denial of the Grievance, submit written notification of intent to submit the matter to arbitration.
- 21.23 All arbitration will be by a single arbitrator agreed to by the parties or, failing such agreement within 10 working days, appointed pursuant to the *Labour Relations Code*.
- 21.24 The University and the Association will share equally the fees and expenses of the arbitrator.

## **Power of the Arbitrator**

21.25 Arbitrators will have the powers of an arbitration board as provided in the *Labour Relations Code* subject to any restrictions imposed under any other statute.

## **Extension of Appointment Pending Arbitral Decision**

21.26 Where a Grievance Arbitration involves renewal of contract or tenure, the contract of the Member will be extended for one year from its expiry date.

# Discipline

## Article 22: Discipline

### General

- 22.1 The University will not dismiss or discipline a Member except for just and reasonable cause, and only in accordance with the provisions of this Article.
- 22.2 Disciplinary action will be reasonable and commensurate with the seriousness of the misconduct. Except in extreme circumstances, discipline will be of a progressive nature with the aim of being corrective in application.
- 22.3 In all matters of discipline, a Member will have the right to receive assistance from the Association and to be accompanied by a person appointed for that purpose by the Association.
- 22.4 Where a Member is incarcerated prior to a criminal trial or upon criminal conviction they will be considered on leave of absence without pay.
- 22.5 Where judgment in a criminal trial is pending and the Member is not incarcerated, they will be placed on a leave of absence with pay if the nature of the criminal charge(s) is such that the Member cannot reasonably continue to perform their employment duties.
- 22.6 Disciplinary action will only be contemplated where the subject matter of the criminal charge has resulted from actions that constitute violations of University policy or from actions that affect or could reasonably be expected to affect their suitability for continued employment.
- 22.7 Investigations pursuant to [Article 17: Integrity in Research](#), including timelines, are governed by the terms of that Article.

### Investigations

- 22.8 The University may investigate any allegation that, if proven, would warrant taking disciplinary proceedings against a Member. An allegation should normally be made in writing and all investigations will be governed by principles of natural justice.

- 22.9 The University will:
- 22.9.1 within 15 working days after an allegation has been received by the Executive Director of Faculty Relations or a longer period as agreed between the Parties,
    - 22.9.1.1 inform the Member and the Association in writing of the nature and substance of the allegation;
    - 22.9.1.2 advise the Member of their right to seek advice and representation from the Association;
  - 22.9.2 invite the Member to respond to the allegation by meeting, or by submission of written materials, or both, as the Member sees fit;
  - 22.9.3 give due consideration to any information received from the Member which might expedite or simplify the investigation, or render it unnecessary;
  - 22.9.4 take reasonable steps to maintain the confidentiality of the investigative process and its findings until the imposition of discipline, if any, unless the University has reasonable grounds to believe that such confidentiality may place a person at risk of significant harm.
- 22.10 Once the investigation is concluded, but no longer than 30 working days after the Member has been informed in writing about the allegation, the University will determine either that discipline will not be imposed, in which case the Member and the Association will be so advised, or that disciplinary action is warranted.

### Disciplinary Measures

- 22.11 In any case where a Dean, the University Archivist, or a Vice President, following an investigation, considers that the conduct or performance of a Member warrants discipline, they may take one of the following disciplinary actions, as appropriate in the circumstances:
- 22.11.1 Issue a written reprimand
  - 22.11.2 Recommend to the President that the Member be suspended with or without pay
  - 22.11.3 Recommend to the President that the Member be dismissed
- 22.12 In accordance with the University Act, the President may also initiate disciplinary action culminating in a reprimand, suspension, or dismissal.

### Letter of Reprimand

- 22.13 A written reprimand must:
- 22.13.1 be clearly identified as a disciplinary measure;
  - 22.13.2 contain a statement of the reasons for issuing the reprimand;
  - 22.13.3 contain a statement of the actions the Member should take to correct the conduct.
- 22.14 A written reprimand will be sent by courier or registered mail to the Member's home address, and will be copied (in PDF format) to the Member's email address.



## **Suspension**

- 22.15 Suspension, with or without pay, is the act of the President in relieving a Member of some or all of a Member's duties and privileges without the Member's consent.
- 22.16 Where the President, acting on information which is then available, concludes that a faculty member constitutes a risk of harm to a member or members of the University community or to the University, the President may impose a summary suspension pending further action by the University or the Member. Any such suspension will be with pay, and will be considered non-disciplinary.
- 22.17 In all other cases in which the President determines that grounds exist for suspension, the Member will be:
- 22.17.1 entitled to a written account of the grounds for suspension;
  - 22.17.2 except in cases of summary suspension (Article [22.16](#)), to meet with the President and/or to submit a written response, prior to the imposition of the suspension;
  - 22.17.3 be informed that they may have the assistance of the Association.
- 22.18 The President will communicate the decision regarding suspension to the Member, in writing, within 15 working days of:
- 22.18.1 the meeting with the Member; or
  - 22.18.2 receiving a written response; or
  - 22.18.3 receiving notice from the Member declining the opportunity to meet or to make a written submission; or
  - 22.18.4 not receiving any response from the Member for 20 working days.
- 22.19 The President's written decision will be sent by courier or registered mail to the Member's home address, and will be copied (in PDF format) to the Member's email address. A copy will be sent to the Association.

## **Dismissal**

- 22.20 Dismissal means the termination of an appointment by the University without the Member's consent before retirement, resignation, or the end of the contract as a disciplinary measure pursuant to this Article. Dismissal does not include non-renewal of a probationary or term appointment, denial of a tenured or continuing appointment, or elimination of a position as provided for elsewhere in this Agreement.
- 22.21 Where the University President determines that grounds exist to justify dismissal, the Member will:
- 22.21.1 be entitled to a written account of the grounds for the dismissal;
  - 22.21.2 be entitled to meet with the President and/or to submit a written response, prior to the President transmitting a recommendation to the Board of Governors;
  - 22.21.3 be informed that they may have the assistance of the Association at this meeting.
- 22.22 The President will communicate the decision regarding dismissal to the Member, in writing, within 15 working days of:
- 22.22.1 the meeting with the Member; or

- 22.22.2 receiving a written response; or
  - 22.22.3 receiving notice from the Member declining the opportunity to meet or to make a written submission; or
  - 22.22.4 not receiving any response from the Member for 20 working days.
- 22.23 The President's written decision will be sent by courier or registered mail to the Member's home address, and will be copied (in PDF format) to the Member's email address. A copy will be sent to the Association.

### Records of Disciplinary Action

- 22.24 If a disciplinary action imposed under this Article is subsequently overturned, all copies of the relevant letter of reprimand, notice of suspension, or recommendation to dismiss will be destroyed and any references to that disciplinary matter in other documents will be removed.
- 22.25 The record of discipline will be removed from a Member's file 24 months after the date on which a reprimand was issued, or 24 months after the date on which a suspension ended, unless the Member has been the subject of further disciplinary action and does not successfully grieve the matter.
- 22.26 One copy of the record of discipline removed from a Member's file will be placed in a sealed envelope and stored outside of the Member's file in Faculty Relations. If the Member is subsequently the subject of disciplinary action, this documentation may be unsealed and taken into account for the purposes of progressive discipline.

### Grievance of Disciplinary Action

- 22.27 All types of disciplinary action are grievable by the Association, pursuant to Article 21: Dispute Resolution, [Grievance](#) and may be the subject of arbitration under Article 21: Dispute Resolution, [Arbitration](#).
- 22.28 When a Member has received:
- 22.28.1 a Letter of Reprimand; or
  - 22.28.2 the President's written decision on suspension; or
  - 22.28.3 the President's recommendation to the Board of Governors regarding dismissal;
- and the Association intends to grieve the discipline imposed, the Association must submit a grievance within 20 working days of receipt of the notice of the discipline.
- 22.29 A recommendation for dismissal or suspension by the President will be sent directly to arbitration under Article 21: Dispute Resolution, [Arbitration](#).
- 22.30 A suspension or termination will not take effect pending the outcome of the arbitration, though a summary suspension may be continued. If no grievance is filed within the time limit specified above, the suspension or termination will take effect immediately following the expiry of the 20 days.

## Academic Assessments

- 22.31 If disciplinary action is in progress at the same time as a Member is being considered for salary review, renewal, tenure, promotion, or study leave, there will be a deferral of the consideration until any Grievance contesting such disciplinary action has been finally resolved through Arbitration or until the time for filing a Grievance has lapsed.
- 22.32 In cases of renewal, tenure, or continuing appointment, the Member's appointment will be extended by the length of deferral to allow for completion of the renewal or tenure process.
- 22.33 Disciplinary action will not be considered in a performance review. Where discipline results from actions relevant to a performance review, those actions may be taken into account as appropriate.

## Academic Appointments

### Article 23: Continuing Academic Appointments

#### General

- 23.1 "Continuing Academic Appointments" refers to all tenured, tenure track, or continuing positions of Instructor, Assistant Professor, Associate Professor, Professor, Laboratory Instructor, Lecturer, Senior Lecturer, or University Lecturer.
- 23.2 The parties agree that the goal in hiring should be to identify and recruit the best possible candidates for each academic appointment.
- 23.3 While all qualified candidates will be considered, in accordance with Canadian Immigration requirements, Canadian citizens and permanent residents will be given priority in hiring.

#### Candidates for Higher Degrees at Simon Fraser University

- 23.4 A person who is a candidate for a degree at Simon Fraser University may not be appointed to a Continuing Academic Appointment until the degree requirements have been fulfilled. In exceptional cases, the Vice-President, Academic may, at their sole discretion, grant an exemption to this rule after consultation with the Dean, Graduate Studies.

#### Advertising Academic Positions

- 23.5 All searches for Continuing Academic Positions will be advertised on the Vice-President, Academic website. Except as allowed in Article [23.7](#), notices of all positions in these categories will be circulated to Canadian universities, and be advertised for a minimum of 33 days in relevant publications including Universities Canada's University Affairs and the CAUT Bulletin (print and/or online) to ensure broad exposure of the vacancy.

- 23.6 All searches should include an active search for candidates from designated groups (as defined in Article [13.2](#), Employment Equity). Such procedures may include advertising positions through a selection of professional associations, equity group associations, and publications targeted towards academics in designated groups.

### Non-Advertised Positions

- 23.7 In exceptional circumstances, a department may seek permission to proceed other than by way of an advertised search. A written request for an exemption must be submitted to the Dean, along with a detailed recruitment plan for the position. If a candidate has already been identified, the candidate's curriculum vita should accompany the request. If the Dean supports the request, they should forward it to the Vice-President, Academic. The Vice-President, Academic will notify the department, the Dean and the Association of the final decision in writing prior to the commencement of the search.

### Search Committee

- 23.8 The Search Committee is responsible for carrying out the hiring process within their program or academic unit.
- 23.9 The Department Chair will submit the structure of the proposed Search Committee to the Dean for approval prior to establishing the Search Committee.
- 23.10 Members of the bargaining unit will constitute the majority of the committee.
- 23.11 Representation of women and other equity-seeking groups will be a factor in determining membership of the committee and in all cases committees must demonstrate gender diversity, as well as include members of at least two ranks.
- 23.11.1 Persons chosen to serve on search committees may only carry out such duties after successfully completing, within the last five years, a program of training that covers the principles, objectives, best practices, rules, and institutional expectations with respect to equity, diversity, and inclusion. Training program draft material will be provided to the Association for consultation prior to use.
- 23.11.2 Faculties may develop supplementary training material independently so long as it is consistent with the University material.
- 23.12 The Chair of the Department will chair the committee unless the Dean approves an alternate arrangement. The Chair is a voting member of the committee.
- 23.13 The parties acknowledge that there is variation in recruitment and hiring practices among academic units. While units may agree on other specific requirements for input at particular stages of the process, the following principles apply to all:
- 23.13.1 The search process will be open and transparent.
- 23.13.2 Members of the unit will be kept informed of the progress of the search by the Search Committee.
- 23.13.3 The Search Committee will seek input from Members of the unit on all shortlisted candidates.

- 23.13.4 The Search Committee will provide a rationale for any shortlist of potential candidates that does not include members of designated groups to the Dean for approval.
- 23.13.5 The Search Committee will not make a formal recommendation for appointment to the Dean without the demonstrated support of the unit.

## Appointment

- 23.14 There is no commitment to a candidate until they receive an appointment letter signed by the appropriate University Administrator.
- 23.15 The appointment letter will inform the appointee, in writing, of the terms and conditions of their appointment, including rank, salary (including any salary enhancements, their duration, and arrangements following their expiry), duration of appointment, nature of services expected, any additional resources committed to the position, and, where applicable, length of time before consideration for contract renewal or tenure.
- 23.16 No contract exists until the candidate has signed and returned a copy of the letter or form conveying that offer, or in the case of the appointment of a non-Canadian, until they have obtained the necessary documents which will allow them to take up the appointment.
- 23.17 A copy of the appointment letter signed by the candidate will be sent to the Association.
- 23.18 Normally a continuing appointment will begin at least six weeks prior to the start of a semester.

## Article 24: Joint Appointments

- 24.1 A joint appointment is an appointment with a Primary and Secondary Department or Faculty. When a faculty member has a joint appointment, both departments and/or faculties will participate in decisions affecting the faculty member.
- 24.2 For the purposes of this Article:
  - 24.2.1 “Primary” refers to the Department, the Department Chair, the Tenure and Promotion Committee (TPC), or Dean designated as the home department;
  - 24.2.2 “Secondary” refers to the other, non-home Department, the Department Chair, the TPC, or Dean.
- 24.3 For renewal, tenure and promotion procedures, the TPC of the Secondary Department will provide the Primary Department with an assessment and the Primary Department will consider that in making the department level recommendation to the Dean. If the faculty member's appointment is across two faculties, the Secondary Dean will also provide the Primary Dean with an assessment. In all cases, the assessments of both Departments and/or Faculties will be provided to the candidate.

- 24.4 For salary review purposes, the Chair of the Secondary Department will consult with the TPC of the Secondary Department, and will provide the Chair of the Primary Department with an assessment of performance or recommendation of step placement on promotion. The Primary TPC will make the department level recommendation to the Dean. If the faculty member's appointment is across two faculties, the Secondary Dean will provide the Primary Dean with an assessment of performance or recommendation of step placement on promotion. In all cases, the assessments of both Departments and/or Faculties will be provided to the candidate.
- 24.5 When a faculty member applies for study leave or a leave of absence, the Chair of the Primary Department must consult with the Chair of the Secondary Department to confirm that there is no objection to the proposed leave. The Primary Dean must consult with the Secondary Dean where the faculty member's appointment spans two faculties. When the Primary Dean has approved a leave, copies of the application form will be sent by the Dean's office to the Secondary Dean's office and both departments.
- 24.6 The Chair of the Primary Department will receive reports and requests for approval for outside activities.
- 24.7 When a faculty member applies for research funds and the approval or support of the Chair of the department is required, the Chair of the department most closely associated with the research will take the necessary action.
- 24.8 For the purposes of eligibility to vote in elections at the Departmental, Faculty, and University level, and to stand for election to committees and bodies at these levels, the faculty member will be regarded as a full-time member of both departments.
- 24.9 In a University-wide election of faculty to the Board of Governors and Senate, the faculty member will have one vote. In a University-level election to select a number of representatives of each faculty, the faculty member with a joint appointment in two faculties may cast one vote in each faculty in which they have appointment. A faculty member whose two departments are within the same faculty may cast only one vote in this election.

## **Article 25: Modification of Appointments from Full-Time to Part-Time**

- 25.1 A Member may submit a written request for a modification of their appointment from full-time to part-time.
- 25.2 A modified appointment may be temporary or permanent.
- 25.3 A Member may request a modified appointment for a specified period of one year or more. A Member may apply for an extension or continuation of the arrangement for a period of one year or more. Normally a temporary modified appointment will be for a maximum term of two years.
- 25.4 If the appointment is modified on a permanent basis, there is no right of return to a full-time position. Permanent modifications will result in a part-time appointment (see [Article 26: Part-time Continuing Appointments](#)).

- 25.5 Normally, if a modification of appointment is sought for medical reasons, the matter will be dealt with as an application for a disability accommodation pursuant to Article 44: Sick Leave and Long-term Disability, [Part-Time Sick Leave](#).

### Procedures

- 25.6 A Member wishing a modification of appointment (or extension) should submit their written application to the Chair at least six months prior to the date on which they wish the modification (or extension) to take effect.
- 25.7 The Chair will review the application in the context of the overall staffing needs of the Unit and the resources available and likely to be available to the Unit. After appropriate consultation and consideration of the impact of the change on the general functioning of the Unit, the Chair will forward their recommendation to the Dean and will advise the Member of the recommendation and reasons.
- 25.8 The Dean will review the recommendation and will forward it together with their own recommendation to the Vice-President, Academic, with a copy to the Member.
- 25.9 The Vice-President, Academic will review the recommendations together with supporting documentation and forward their recommendation to the President, who, if they concur, will approve the modified appointment.

### General provisions

- 25.10 In this Article, "Nominal salary" is the salary a Member would have received at any time during their career if they had retained their full-time appointment. "Actual salary" is the salary received by a Member whose appointment has been modified.
- 25.11 During a period of the modified appointment the Member will continue to hold a tenured or continuing appointment in their unit with all the rights and privileges associated with a normal full-time appointment, except as outlined in this Article.
- 25.12 A Member with a modified appointment may not receive the same consideration for office or laboratory space as a full-time Member.
- 25.13 A Member on a modified appointment is entitled to vacation based on the actual percentage worked.
- 25.14 Normally, a Member's salary will be paid on a 12-month basis.
- 25.15 During the period of a modified appointment, a Member's salary will be reviewed in accordance with the normal provisions of this Agreement.
- 25.16 A Member on a modified appointment may be considered for promotion in the usual way. The same criteria will apply and will, in particular, relate to the Member's overall status and achievement in their field. However in the modification of the appointment the proportion of each year involved and the form of the reduced commitment will be taken into account in the evaluation.
- 25.17 Members under 55 years of age and/or with less than 10 years of service will have their pension contributions based on actual salary.

- 25.18 Members aged 55 years or over and with 10 or more years of service and having at least a 50% appointment will have their pension contributions based on nominal salary.
- 25.19 Salary during sick leave will be based on actual salary at the time of the commencement of sick leave. Long-term disability benefits will be based on the actual salary (nominal salary for Members 55 years or over with 10 or more years of service and having at least a 50% appointment) at the time the sick leave expires.
- 25.20 Basic group life insurance will be based on actual salary.
- 25.21 Dental and extended health benefits will be maintained as for full-time Members.
- 25.22 The Professional Development Expense Reimbursement will be based on the actual percentage worked.
- 25.23 Tuition waiver benefits will be based on the actual percentage worked. Members 55 years of age or over with 10 or more years of service and having at least a 50% appointment will not have tuition waiver benefits pro-rated.
- 25.24 Credit towards study leave will be earned during the period of a modified appointment at the level of the actual teaching/employment commitment.
- 25.25 Credit toward non-teaching semesters for Teaching Faculty will be earned during the period of a modified appointment at the level of actual commitment.
- 25.26 The "Outside Activity" provisions of [Article 20: Outside Activities](#) will apply throughout the period of any modified appointment approved under this policy.
- 25.27 Holding a full-time appointment elsewhere is prohibited during the semesters/months of work, whether full-time or part-time.
- 25.28 The manner in which teaching and research semesters will be assigned during the period covered by the modified appointment (e.g. by the Chair in consultation with the Member year by year, or by prior determination at the time of appointment modification, etc.) will be specified in the letter offering the modified appointment.
- 25.29 The faculty member will be responsible for providing appropriate supervision for their graduate students throughout the period of the modified appointment.

## Article 26: Part-time Continuing Appointments

- 26.1 A part-time faculty member is one who performs the duties and responsibilities of a full-time faculty member, but with a reduced load.
- 26.2 Part-time continuing faculty will be considered for probation, contract renewal, continuing appointment, tenure, and promotion according to the same terms as full-time faculty. Assessments will take into consideration the percentage of full-time of the candidate under review.
- 26.3 Part-time continuing faculty may participate in departmental, Faculty, or University service and collegial governance, but may not participate in elections restricted by the University Act to full-time faculty.



- 26.4 Salary for part-time faculty will be commensurate with individual qualifications and experience and consistent with the salary scale, pro-rated to the level of appointment. Salary review for part-time continuing faculty will be in accordance with the terms for full-time faculty.

## Tenure Track Faculty

### Article 27: Research Faculty Workload

#### General

- 27.1 Research faculty have three primary responsibilities:
- 27.1.1 Research responsibilities require faculty to maintain a program of research, scholarship, or artistic creativity through which they should aspire to a national or international reputation as scholars.
  - 27.1.2 Teaching responsibilities require faculty to share equitably the annual instructional responsibilities of their departments/programs/schools, to contribute to their department's/program's/school's curriculum diversity and richness, and to foster their students' critical and creative abilities.
  - 27.1.3 Service refers to the annual contributions that faculty make to university governance; to their profession; to the development of their discipline nationally, internationally or locally; and to the furthering of good relations between the University and the local community.
- 27.2 A normal annual faculty workload will include contributions from all three areas of activity, though the particular components of a faculty member's annual responsibilities may vary from time to time. Research and teaching will take precedence, but all faculty members will carry their share of service work and achieve an appropriate balance among all three areas of activity.
- 27.3 The University operates on a trimester basis with three teaching semesters, each of four months' duration.
- 27.4 In each academic year, the normal trimester workload for research faculty is two semesters of teaching and one semester dedicated to research in which no teaching duties are assigned.

#### Teaching

- 27.5 The normal teaching load for a research faculty member is four courses (or their equivalent) annually.
- 27.6 Each unit is responsible for establishing specific teaching equivalencies with reference, where and when appropriate, to the norms of particular disciplines. Teaching and its equivalencies may include any of the following:

- 27.6.1 Undergraduate courses, undergraduate reading, and directed studies courses, honours supervision
  - 27.6.2 Graduate courses, graduate reading, and directed studies courses, graduate supervision
  - 27.6.3 Courses and instructional activities which are not delivered in the conventional way, such as distance education and extension credit courses, provided such activity does not receive a separate stipend
  - 27.6.4 Instructional development activity
  - 27.6.5 Supervision of students working in the community as any part of a program of study
- 27.7 Teaching loads will be distributed equitably. Subject to this general principal, differential teaching loads may be provided to:
- 27.7.1 faculty members with externally-funded appointments, and holders of research chairs funded in part through endowments or other external sources, when the terms of appointment prescribe teaching load;
  - 27.7.2 faculty members who have assumed a leading role in major externally-funded research projects;
  - 27.7.3 new faculty members who are at the outset of their careers;
  - 27.7.4 recognize variations in workload contemplated elsewhere in this Agreement.
- 27.8 Under certain circumstances, and subject to the approval of the Chair or equivalent and the Dean, faculty members may “buy out” teaching responsibilities when the source of funds is an external research grant or contract, and where the benefits of the buyout to the faculty member’s research program outweigh the effects on the unit’s teaching program and its students. A faculty member normally may not buy out more than one course in any academic year, or not more than one quarter of the actual teaching assigned during any six-year period or any period of eligible years leading to a study leave.
- 27.9 The restriction on buyouts applies only to buyouts initiated by the Member and does not include any course release provided by academic units for administrative or other duties, release provided by the Association under the terms of this Agreement, or limitations arising from the terms and conditions of grants to which the University is a signatory.
- 27.10 Faculty members are responsible for meeting all scheduled classes; for making themselves accessible to students for consultation, on a timely, convenient, and routinely-scheduled basis; and for carrying out their supervisory responsibilities in the best interests of their students.
- 27.11 Planned absences from scheduled classes that will not result in class cancellations should be communicated to the Chair well in advance. Unavoidable class cancellations or changes in time and place of class meetings, or the nature of class activities, should be communicated to students expeditiously. The disposition of course material missed through planned or unavoidable absences should be explained to students clearly.

## Research

- 27.12 During a research semester faculty members carry out research, continue to supervise graduate students, and may be asked to fulfill selected service obligations. Faculty members must continue to respond to inquiries from their Chair or Dean during a

research semester. Where research obligations are likely to impede the ability to respond to such inquiries in a timely fashion, this will be communicated in advance to the Chair.

- 27.13 The research semester may be taken as any one of the three semesters of the calendar year, subject to the teaching requirements of the Department.

### Balance in Teaching and Research Semesters

- 27.14 The Chair will inform faculty members in writing whether they will be on teaching or research in the forthcoming semester(s) and the particular courses that they have been assigned based on principles of general equity and the overall needs of the departmental teaching program. Normally, faculty members will be expected to maintain the ratio of two teaching semesters to one research semester.
- 27.15 In exceptional circumstances, a Chair may ask a faculty member to teach more than two consecutive semesters. The teaching of more than three consecutive semesters is discouraged.
- 27.16 A faculty member's contributions will be reviewed in each biennial review cycle. Where teaching or research semesters are owed, the Chair will ensure that a plan is in place to redress what may be owing prior to the start of any study leave or resignation or retirement. Where the plan will take more than one biennial review cycle to complete, approval of the Dean is required.

### Assignment of Workload

- 27.17 Biennially, the Chair will consult with each faculty member to develop a two-year work plan (teaching semesters, teaching assignments, course load, service obligations, research semesters) designed to:
- 27.17.1 permit each unit to organize annual faculty workloads, especially teaching loads, to suit the unique instructional needs and academic objectives of the unit;
  - 27.17.2 permit units to use their resources to meet their workloads efficiently, effectively, and imaginatively;
  - 27.17.3 provide a flexible framework that will permit individual faculty members to adjust their workloads, from time to time, to focus more exclusively on particular aspects of their work;
  - 27.17.4 permit Departments/Schools/Programs to evaluate faculty members' contributions to the work of the unit.
- 27.18 The assignment of teaching loads normally will result from consultations with each faculty member.
- 27.19 In assigning the annual teaching workload of a faculty member, the Chair will give due consideration to those factors affecting workload that may serve to increase or decrease the amount of time and effort required. Factors to be considered include, but are not limited to:
- 27.19.1 The abilities and specific area of expertise of the faculty member
  - 27.19.2 Whether the faculty member has previously taught the assigned course
  - 27.19.3 Whether the assigned course is a new preparation

- 27.19.4 Whether the assigned course or the method of delivery has undergone significant revision
  - 27.19.5 The mode of instruction
  - 27.19.6 The student enrolment
  - 27.19.7 The scheduled contact hours
  - 27.19.8 The level of the course (lower division, upper division, or graduate)
  - 27.19.9 The amount and type of preparation, grading, and course administration
  - 27.19.10 The amount of supervision of teaching assistants and laboratory instructors required
  - 27.19.11 The overall balance between courses with diverse subject matter and those with similar subject matter
  - 27.19.12 The amount of non-teaching assignments and administrative responsibilities assigned
  - 27.19.13 The amount of technical teaching support duties assigned
  - 27.19.14 Factors considered for the purposes of establishing teaching equivalencies in Article [27.6](#)
  - 27.19.15 Any other relevant factors
- 27.20 The Dean, in consultation with the Chair, will have final authority over workloads and teaching assignments, but not individual research agendas, in order to ensure that the unit meets its curricular and enrollment obligations.
- 27.21 It is the Chair's responsibility to promote fairness within units. Similarly, it is the Dean's responsibility to ensure fairness across departments/schools/programs.

### Alternate Career Path

- 27.22 A tenured faculty member who wishes to concentrate their activities either in research or in teaching (and related activities) for a period of time may negotiate a temporary alternative career path with the Chair subject to the approval of the Dean. This may involve a reduction in teaching load to concentrate on research, or a reduction in research to concentrate on teaching, instructional development, pedagogical research, and the like.
- 27.23 A faculty member seeking a temporary alternative career path should prepare a formal case for consideration. For a teaching concentration, this should include an updated teaching dossier and a plan of courses to be implemented or instructional development activities to be pursued. For a research concentration, the case should include a description of the research program and evidence of external funding for the project where appropriate.
- 27.24 In no instance will a reduced teaching load mean less than two regular courses (or their equivalent) annually; an enhanced teaching load means no more than six regular courses or their equivalent in other instructional development activities annually.
- 27.25 A temporary alternative career path should be defined for a period of two years, must be approved a year in advance, and should occur only once in four review cycles.
- 27.26 During, and for a year following the termination of, this alternate career path, evaluations of the faculty member for the purposes of rewarding career progress should be based on the achievement of the goals set out in the approved plan of work.

- 27.27 The Chair is responsible for ensuring that workload arrangements associated with temporary research-intensive career paths will not result in increased responsibilities for other members of the unit.

## **Article 28: University Criteria for Appointment, Tenure and Promotion**

### **General**

- 28.1 Faculty members in accepting appointment undertake to uphold and promote the aims of the University in the creation, dissemination, and application of knowledge. A faculty member's professional efforts should be directed primarily to teaching, research, and service to the University and the community. As teachers, they should be effective in transmitting knowledge of and interest in their fields and should keep abreast of knowledge in their fields. Their research should be of such calibre as to contribute to the advancement of their fields. Faculty members should expect to carry their share of service work. Career advancement will be based upon the extent to which these obligations are fulfilled.
- 28.2 It is accepted that the criteria for appointment and advancement may differ among disciplines as a result of conditions that are internal and external to the University.
- 28.3 It is the responsibility and commitment of the University to seek continuous improvement in standards. Such improvement is generally a gradual process. Within the terms set by this Agreement, evaluation criteria may be adjusted so that the rigour with which they are applied realistically parallels the growing excellence of the institution and of the candidates for appointment and advancement.

### **Categories of Evaluation**

- 28.4 A faculty member who is being considered for contract renewal, tenure, and/or promotion and for salary review must be evaluated on the basis of their performance in three key areas of activity: teaching effectiveness; scholarly activity; and service contributions to the University, their academic discipline, or the broader community. Faculty members should excel in at least one of teaching effectiveness or scholarly accomplishment. Less than satisfactory performance in any of research, teaching, or service contributions will not meet the expectations of the University.

### **Teaching Effectiveness**

- 28.5 Success as a teacher is of fundamental importance for evaluating the performance of a faculty member. Matters which should be taken into consideration in evaluating teaching include mastery of the subject, generation of enthusiasm in students, maintenance of appropriate academic standards (including fair and reasonable evaluation of student work), engagement with student experience, and organization and preparation for class. Consideration will be given to the ability and willingness of a faculty member to engage in student supervision, teach a range of subject matter and at various levels of instruction, and to contributions over and above formal teaching, particularly where the contribution is of a time-consuming nature.

- 28.6 Teaching effectiveness should be measured or assessed through a combination of methods. Faculty members should be made aware of and must follow the general procedures developed by their units to evaluate teaching effectiveness, as per Article 28.10, [Criteria for Assessing Teaching](#).
- 28.7 Faculty members will maintain a teaching dossier, in a format consistent with Department Criteria. The teaching dossier will be submitted to the Chair according to the dates set for tenure and promotion and biennial review as per Articles 30-33.
- 28.8 The evaluation of teaching performance will be conducted on the basis of the teaching dossier which will provide evidence for the consideration of teaching effectiveness. Evaluation will be based on the criteria contained in this Article and in compliance with Department Criteria, and must consider all relevant materials in the teaching dossier.
- 28.9 Engagement with the student experience will be documented in the teaching dossier and should reflect all courses taught during the period of review. Student comments may be included at the Faculty member's discretion; should the faculty member choose to include student comments, all comments from the relevant course must be provided.

### **Criteria for Assessing Teaching**

- 28.10 Departments will establish criteria by which teaching will be evaluated, and these criteria will be approved by the Dean. In addition to the University expectations (Article [28.5](#)), Departmental criteria may include:
- 28.10.1 contributions related to the unit's teaching program;
  - 28.10.2 professional development supporting growth as a teacher;
  - 28.10.3 quality of syllabi, examinations, and other course materials;
  - 28.10.4 mentoring and/or departmental leadership in teaching and learning;
  - 28.10.5 participation in panels or presentations related to teaching and learning;
  - 28.10.6 demonstration of innovation, including research-enriched or community-engaged teaching;
  - 28.10.7 teaching awards and grants;
  - 28.10.8 other criteria appropriate to the discipline and context as established by the Academic unit.

### **Methods for Assessing Teaching**

- 28.11 Departments will establish methods by which teaching will be evaluated and these methods will be included in Department Criteria which will be approved by the Dean.
- 28.12 Specific teaching assessment methods may include but are not limited to:
- 28.12.1 review by colleagues through classroom observation and examination of teaching materials;
  - 28.12.2 self-reflection and teaching philosophy, as described in the teaching dossier;
  - 28.12.3 the caliber of student work (e.g. projects, theses, and dissertations);
  - 28.12.4 student experience surveys, subject to the provisions of this Article.
- 28.13 The University may survey student opinion to provide a gauge of student experience. Aggregate statistical results will be made available to TPCs, Chairs, and Deans, to be considered on the basis of a frequency distribution and not solely an average or mean.

Student comments will be available only to the faculty member, Department Chairs, and Deans.

- 28.14 Student comments will not be available to TPCs and will not be used in summative teaching evaluation except as provided for in Article [28.15](#).
- 28.15 The role of student experience surveys in summative processes of evaluation is restricted to assessing faculty engagement with the student experience as described in this Article. Where a unit considers student experience survey data, it must demonstrate that steps have been taken to consider factors impacting the validity of the data, including but not limited to response rate and empirically-proven bias.

### **Scholarly Activity**

- 28.16 Research achievement is of fundamental importance in the evaluation of the performance of a faculty member. The nature of research achievement will vary by discipline. Consideration should be given to evidence of scholarship reflected in the ability of the faculty member to have their research published or otherwise subjected to appropriate peer evaluation. In judging research, emphasis must be placed on quality as well as quantity. Consideration should be given to the particular conditions of community-engaged research and knowledge-mobilization activities. Consideration should also be given to recognition by national and international professional societies and granting agencies, and special recognition by such societies, agencies, or other universities should be noted.

### **General Contributions to the University and to Society**

- 28.17 It is expected that each faculty member will be an active participant in the collegial governance of the University. The faculty member's contributions to all levels of the administration of the University should be considered. Account should also be taken of the faculty member's contributions in initiating and participating in seminars, public lectures or similar activities on campus, and of the stimulation and help they may afford to other faculty members of the University. Included in this category are the public service contributions which faculty members may make. It is recognized that certain faculty members or groups of faculty members may have exceptional service duties or expectations due to their membership in a particular group. These contributions should be taken into account in the context of the faculty member's overall contribution encompassing teaching, scholarly activity, and service. There should, however, be a strong focus on the academic content of the contribution by the faculty member in this category.

## **University Requirements for Appointment, Tenure and Promotion**

### **Requirements for Assistant Professor**

- 28.18 Appointment to the rank of Assistant Professor presumes a strong academic record and completion of academic or professional training. There should be clear indications that the individual has the aptitudes of a successful teacher, the potential to grow in stature as a scholar, as well as a willingness to play an active role in the University. These views should be supported by strong referee reports.

### **Requirements for Tenure**

- 28.19 A candidate for tenure who is an Assistant Professor will be considered for promotion to Associate Professor at the same time. Therefore, they must meet the requirements for promotion to Associate Professor set out in [Requirements for Associate Professor](#) below.
- 28.20 All candidates for tenure will be expected to demonstrate that, since the commencement of the tenure track appointment:
- 28.20.1 there has been continued growth as an established scholar, as evidenced by the development of a significant program of research and scholarship;
  - 28.20.2 there has been a sustained commitment to undergraduate and/or graduate teaching and supervision;
  - 28.20.3 they have become a responsible and contributing member of the University/academic community.

### **Requirements for Associate Professor**

- 28.21 Appointment or promotion to the rank of Associate Professor is based on a record of sustained successful teaching, scholarly achievement, and participation in service to the University and the community. An important criterion is the demonstration of continued professional growth of the individual in their field(s), including recognition as an established scholar that should be reflected in the biennial salary review record. External referees of high academic stature must assess the individual's research contributions.

### **Requirements for Professor**

- 28.22 The total overall career contributions of the faculty member in areas of teaching, research, and service to the University and the community will be taken into consideration. The rank of Professor is designed for those who have excelled in teaching and research and demonstrated commitment to service contributions. Appointment or promotion to this rank requires evidence of national or international reputation in their area of expertise, supported by letters from external referees of high academic stature.
- 28.23 A University Lecturer may seek promotion to Professor following the [Requirements for Professor](#) outlined above.

### **Departmental Criteria for Tenure and/or Promotion**

- 28.24 Each department, school, and non-departmentalized faculty or area within a non-departmentalized faculty will draw up and have adopted by the tenure-stream faculty in the department sets of criteria, standards, and methods of assessment for tenure and for promotion in all three areas of responsibility that will be reviewed and either reaffirmed or revised no less than every three years. These departmental criteria should conform to the criteria for assessing teaching effectiveness in this Article, and must be approved by the Dean, copied to the Vice-President, Academic, to ensure consistency with the general University requirements for tenure and promotion contained in this Agreement. Approved guidelines will be copied to the Association.



- 28.25 Departments are encouraged to develop departmental criteria for evaluating contributions pursuant to [Criteria for Assessing Diverse Forms of Scholarship](#) and [Criteria for Assessing Scholarship in the Fine and Performing Arts](#) that may be particularly relevant to their disciplines.
- 28.26 When a faculty member is hired into a tenure track position, they must be given a copy of the most recently approved departmental criteria for tenure. These will be the applicable standards when that faculty member is considered for tenure unless they opt to be evaluated against the department's most recently approved criteria for tenure.
- 28.27 When a faculty member is being considered for promotion to Professor, their performance will be measured against the most recently approved criteria for promotion to Professor in existence at the time of consideration.

### Criteria for Assessing Diverse Forms of Scholarship

- 28.28 Without diminishing the requirement of faculty to demonstrate a record of achievement consistent with the relevant provisions above, the parties recognize that certain faculty members or groups of faculty members may engage in diverse forms of scholarship.
- 28.29 Examples of such contributions include but are not limited to:
- 28.29.1 Indigenous or other non-Western forms of scholarship and/or teaching;
  - 28.29.2 public dissemination of scholarly work through engagement with government or community organizations;
  - 28.29.3 technology transfer of discoveries, innovations and inventions (including patents and licensing);
  - 28.29.4 work that bridges traditionally academic and traditionally artistic forms of knowledge production;
  - 28.29.5 products of community-engaged scholarship that bridge the boundaries of teaching, research, and service.
- 28.30 Faculty members who expect to engage in such scholarship are encouraged to consult with their TPC Chair well in advance of a contract renewal, tenure, and/or promotion application to discuss how this work might be best presented for evaluation by the TPC.
- 28.31 In particular, consideration should be given to presentation of:
- 28.31.1 the complexity or time taken to produce the work;
  - 28.31.2 the nature of peer or public review, the standards needed to appear in the chosen venue, and the view/usage rate of the product;
  - 28.31.3 the impact made by the work.
- 28.32 A faculty member may request that one external referee have expertise consistent with the work to be reviewed; where appropriate, and with agreement of the TPC, this referee may be a person with expertise and stature who may not have academic credentials.

## Criteria for Assessing Scholarship in the Fine and Performing Arts

- 28.33 Creative work presented to the public by faculty whose scholarly work involves activity in creative areas is deemed to be the full equivalent of a published scholarly work for all purposes of renewal, tenure, promotion, or salary review. Such creative work might include but is not limited to the creation or direction of a play, a choreographed dance, a painting, a sculpture, a film, a musical composition, or a media event. The creative area in which a faculty member normally will be evaluated for renewal, tenure, promotion, or salary review will be indicated within the terms of appointment.
- 28.34 In evaluating creative work, consideration will be given to both its originality and its quality.
- 28.35 The consideration of creative work as research does not obviate the assessment of such work in relation to teaching effectiveness when students are involved.
- 28.36 Any work of art being considered for the purpose of renewal, tenure, promotion, or salary review must be evaluated with rigorous scrutiny, in a way appropriate to the nature of the art and to the subjective nature of art judgment. Peer judgment will be of paramount importance to this evaluation.

## Article 29: Establishment of Tenure and Promotion and Faculty Review Committees

### Establishment of Tenure and Promotion Committees

- 29.1 Annually each department, school, or non-departmentalized faculty will establish a committee to consider renewal, tenure and promotion cases. Each committee will be known as the Tenure and Promotion Committee (the TPC). The TPC will assist Chairs in developing recommendations regarding reappointment, tenure, promotion, and salary review.
- 29.2 The term of the TPC is April 15th to April 14th of the following year.

### **TPC Chairs**

- 29.3 In a departmentalized faculty, the Chair of the TPC is the Departmental Chair or equivalent.
- 29.4 In a non-departmentalized faculty:
- 29.4.1 The TPC Chair must be either a tenured Associate Professor or tenured Professor who has been a faculty member at Simon Fraser University at least five years. They will normally be appointed for a three-year term.
  - 29.4.2 Candidates for Chair of the TPC may be nominated by another tenure track faculty member or be self-nominated. Five other tenure track faculty members in the faculty must sign the nomination form.
  - 29.4.3 The Office of the Dean will conduct a ratification vote if there is only one nominee and an election if there is more than one nominee. All continuing faculty members are eligible to vote. To be appointed Chair of a TPC, a

nominee must receive a majority of the votes cast, whether the vote is a ratification or an election.

### **TPC Membership**

29.5 The TPC will consist of the Chair plus six continuing faculty members as specified below, elected each April by the faculty of the unit. Where appropriate, the Dean may request that one tenure track faculty member (Associate Professor or Professor) from outside the unit be included among the six, this member to be recommended by the Chair and ratified by Department Members. External members require the same ratification process as other TPC members. All TPC members will normally serve one-year terms.

### Choosing Members of the TPC

29.6 Academic administrators above the level of Chair and members of the Faculty College are not eligible for membership on a TPC. A faculty member whose case for contract renewal, tenure, and/or promotion will be considered by a TPC is not eligible for membership on that TPC.

29.7 Each department or equivalent must approve a method for electing or ratifying members of the TPC.

29.8 The six elected faculty members of the TPC will normally be comprised of:

29.8.1 at least one Professor;

29.8.2 at least one Associate Professor;

29.8.3 one Assistant Professor (if there is a Member at this rank in the unit);

29.8.4 one Teaching Faculty (if there is more than one Teaching Faculty Member in the unit).

29.9 A Member who is on study leave, sick leave, long-term disability leave, parental leave or other leave of absence is not normally eligible to serve on the TPC.

29.10 The composition of TPCs should follow membership guidelines provided by the Dean that are intended to demonstrate gender diversity, appropriate disciplinary representation, and equitable participation by all members of the unit over time.

29.11 If this composition is not possible, the Chair will submit to the Dean of the Faculty for their approval a proposal for the formation of the TPC that may include faculty members from another department or an alternative representation by rank from within the department.

### Ratification when Election not Needed

29.12 When an election is not needed in the selection of a member or members of the TPC, a ratification vote will be held. Ratification requires more than 50% of the votes cast in the ratification ballot. In the absence of the Chair of the TPC, the remaining members will elect an ad hoc Chair.

### **Approval of TPC Composition**

- 29.13 On or before April 15th of each year the Chair of the TPC will forward to the Dean a report on the composition of the TPC for the upcoming year, the procedure for electing its members and the operating protocol and criteria that have been adopted by the Committee.
- 29.14 The Dean of the Faculty will determine whether the composition, election, and the operating protocol and criteria are satisfactory and consistent with this Article. If satisfactory, they will notify the Chair of the Department, by May 1st, to proceed with the TPC deliberations specified in this document. If not satisfactory, they will state, within 14 calendar days (excluding university closures and statutory holidays) of receipt, their objections in writing to the Department Chair, with a copy to the Vice-President, Academic, and request that the Department modify all or any of the composition, election, and the operating protocol and criteria.
- 29.15 If the Dean of the faculty has not approved the composition, method of election, and procedures of a TPC by May 15th the Dean will recommend an appropriate committee composition, method of election or selection, and procedures to the Vice-President, Academic and will so inform the Department Chair.
- 29.16 Within one week of receipt of the Dean's recommendation, the Vice-President, Academic will determine whether the recommendation is satisfactory. If it is satisfactory, they will notify the Dean to proceed, following the Dean's recommendation. If the Dean's recommendation is not satisfactory, the Vice-President, Academic will modify the recommendation and instruct the Dean to implement the modified recommendation.

### **TPC Procedures**

- 29.17 All members of the TPC will be voting members.
- 29.18 If a Chair of the Department is to be considered by the TPC, they are eligible to consider other cases, but they will not take any part in the consideration of the case.
- 29.18.1 Persons chosen to serve on TPCs may only carry out such duties after successfully completing a program of training, within the last five years, which covers the principles, objectives, best practices, rules, and institutional expectations with respect to equity, diversity, and inclusion. Training program draft material will be provided to the Association for consultation prior to use.
- 29.19 Full participation by all members of the TPC is important given the gravity of the matters to be considered.
- 29.20 To be eligible to take part in the vote on any TPC recommendation, a TPC member must have been present at each and every discussion of the case.
- 29.21 TPCs will keep minutes. At a minimum the minutes will record the date of the meeting, attendance, and the action of the Committee, e.g. motions and votes.
- 29.22 All members of the quorum have an obligation to form an opinion and to express it by voting. A quorum for the TPC is four members plus the Chair, all of whom must be eligible to take part in the vote on any TPC recommendation (Article [29.20](#)). Abstentions are not permitted. Tied votes will defeat a motion.

29.23 TPC motions should be framed in positive terms.

### Establishment of Faculty Review Committees

29.24 Faculty Review Committees (FRC) are established to consider contract renewal, tenure, and promotion cases where the recommendation of the TPC and Dean are different, or where both recommendations are negative.

29.25 FRC proceedings are subject to the University's [Confidentiality Policy, I 10.10](#).

29.26 FRCs are established either to deal with an individual case or to deal with all the cases from one faculty.

29.27 FRCs are chaired by the Vice-President, Academic or their designate. The Vice-President, Academic or designate is a non-voting member of the Committee.

29.28 The FRC will consist of four continuing faculty members chosen from the Faculty College and one Dean chosen by the four Faculty College members of the committee. The Dean must be from a faculty other than the one from which the case arises.

29.29 Two of the Faculty College members will be from the faculty from which the case arises, and two will be from other faculties.

29.30 The University nominates two Faculty College members and the Association nominates two Faculty College members (each nominates one from inside the faculty and one from another faculty).

29.31 The composition of each FRC should reflect the nature of the case(s) to be reviewed by that Committee.

29.32 FRCs must demonstrate gender diversity.

29.33 All members of an FRC must be present at all meetings of the FRC.

## Article 30: Contract Renewal, Tenure, and Promotion

30.1 The granting of "tenure" to a faculty member is the provision in the employment contract between the University and the faculty member of a term that the duration of the contract is for an indefinite period and that a faculty member may terminate the contract in the following manner:

30.1.1 Resignation

30.1.2 Repudiation

30.1.3 Retirement

30.1.4 Abandonment of position

30.2 The University may dismiss or discipline a Member of the bargaining unit for just and reasonable cause. Just and reasonable cause may arise from either culpable or non-culpable grounds or both in combination (see [Article 22: Discipline](#)).

- 30.3 A tenure track appointment provides a period of mutual appraisal for the University and the faculty member. It does not imply inevitable appointment with tenure. A faculty member will receive only one consideration for tenure.
- 30.4 The rank of Instructor applies to tenure track appointments where the faculty member is appointed prior to, but contingent on, the completion of the Ph.D. or equivalent. The standard length of contract for Instructors is four years. If the Ph.D. is not completed by the end of the third year, the contract will not normally be renewed.
- 30.5 The standard length of a pre-tenure contract for those hired as Assistant Professors is four years with a subsequent contract for three years, if the contract is renewed. For those hired as Associate Professors or Professors, the standard length of a pre-tenure contract is five years.
- 30.6 Appointments in all ranks are normally made effective September 1st of any year. Where effective appointment dates differ from September 1st, the letter of appointment will specify the September 1st that is applicable for consideration for contract renewal and/or tenure. For appointments commencing prior to January 1st in any given year, the September 1st of the previous year will be applicable; for appointments commencing between January 1st and August 31st, the following September 1st will be applicable.
- 30.7 The current University and Faculty/Department criteria for tenure and promotion will be provided to the Member by the Department Chair or Dean (in a non-departmentalized faculty) at the time of appointment.

### Contract Renewal, Tenure, and Promotion Schedule

- 30.8 For those with an initial appointment as Instructor:
- 30.8.1 Consideration for renewal of the contract for an additional four-year term will only occur if the Ph.D. is completed, and will occur in the third year of the initial appointment.
- 30.8.2 Consideration for tenure will normally occur no later than the seventh year of appointment.
- 30.8.2.1 In exceptional circumstances, and with the approval of the Dean and the Vice-President, Academic, the tenure review may occur in the eighth year of an appointment.
- 30.8.3 Consideration for tenure may also be affected by the Schedule Modifications section below.
- 30.9 For those with an initial appointment as Assistant Professor:
- 30.9.1 Consideration for renewal of the contract for an additional three-year term will occur in the third year of the initial appointment.
- 30.9.2 Consideration for tenure will occur no later than the sixth year of appointment (unless schedule is modified as per Article 30.8.2.1 or Article 30.14 to 30.18, [Schedule Modifications](#)).

- 30.10 For those appointed without tenure at the rank of Professor or Associate Professor, consideration for tenure will occur no later than the fourth year of the appointment.

### **General**

- 30.11 An Assistant Professor must apply for promotion to Associate Professor at the same time as they are considered for tenure. The awarding of tenure and promotion to Associate Professor cannot be separated.
- 30.12 Consideration for contract renewal and for tenure and promotion to Associate Professor is mandatory.
- 30.13 TPC Chairs must meet with the Member in the year prior to the submission of their application for tenure to review their general progress towards meeting the timeline and expectations for tenure consideration.

### **Schedule Modifications**

#### **Delay in Consideration**

- 30.14 Tenure track faculty members who have been on medical or parental leave from the University for four months or longer will be notified by the Office of the Vice-President, Academic that they may request a contract extension and, where applicable, a delay in tenure consideration for one year.
- 30.15 Tenure track faculty members who have experienced other severely disruptive personal or professional circumstances during the period of appointment at the University may apply for a contract extension and, where applicable, a delay in tenure consideration.
- 30.16 Based on the meeting with the TPC Chair (Article [30.13](#)), where serious concerns with the success of the review are identified and are expected to be resolved in one year, and with the Member's agreement, TPC Chairs may recommend to the Dean a one year delay.
- 30.17 The request is to be forwarded with recommendations by the Department Chair (in departmentalized faculties), the Dean (in all cases), and then to the Vice-President, Academic who will make the decision on the schedule modification. In exceptional circumstances only, delays of longer than two years may be considered.
- 30.18 Tenure track faculty members on long-term disability may have the schedules for contract renewal and tenure suspended or modified by the Vice-President, Academic.

#### **Acceleration of Consideration (Early Tenure)**

- 30.19 A faculty member may apply to be considered for tenure prior to the time specified in their letter of appointment if one of the following conditions apply:
- 30.19.1 Member is an Associate Professor or Professor with prior experience as a faculty member at another university and has at least one full year of experience at Simon Fraser University (must have completed one full year prior to the start of the tenure process on April 15th).
- 30.19.2 Member is an Assistant Professor who has at least two years of experience as a tenure track faculty member at Simon Fraser University and a minimum of five years has elapsed since the candidate obtained a Ph.D. or equivalent.

- 30.19.3 Member is an Assistant Professor who has at least three years as a full-time term faculty member immediately prior to the tenure track appointment and at least one year in a tenure track position, both at Simon Fraser University.
- 30.20 The Member must make a written submission, including a full curriculum vitae, to the Dean (copied to the Chair of the TPC) by April 1st outlining the reasons for the request.
- 30.21 In considering the request for early tenure consideration, the Dean must consult with the Chair of the TPC. The Dean must inform the faculty member and the Chair of the TPC in writing by April 15th whether the request is approved or rejected, with reasons. In a subsequent tenure consideration, the refusal of the Dean to approve an early tenure request will not be a relevant consideration.
- 30.22 Once the Dean has approved an early tenure consideration, withdrawal from the tenure consideration is not permitted.
- 30.23 Where the Dean approves a request for early consideration and if tenure is not granted, the faculty member's appointment will end after one year's notice.

#### Termination of Contract

- 30.24 Where a faculty member's contract is not renewed or they are not granted tenure, the faculty member will be sent written notice at least one year prior to the expiry date of their contract. Failure to give timely notice will not have the effect of extending or renewing an appointment.

#### Effect of Late Notice

- 30.25 If notice is not given one year prior to the expiry date of the contract, the faculty member will receive salary from the expiry date of their contract to the anniversary date of the sending of the notice. (The letter from the President regarding the tenure decision will constitute "notice" for the purpose of this Article.)

#### Promotions

##### **Promotion to Assistant Professor**

- 30.26 An Instructor will be promoted to the rank of Assistant Professor upon the completion of the prerequisite academic or professional training set out in their appointment letter.
- 30.27 At any time after the completion of academic or professional training, an Instructor may submit proof of completion to the TPC.
- 30.28 The Chair of the TPC will then inform the Dean and the Vice-President, Academic that the condition for promotion to Assistant Professor has been fulfilled. The promotion will take effect at the beginning of the month following submission of degree completion documentation to the TPC.

##### **Promotion to Associate Professor**

- 30.29 An Assistant Professor must be considered for promotion to Associate Professor at the same time as they are considered for tenure.



### **Promotion to Full Professor**

- 30.30 An Associate Professor may be considered for promotion to Professor if they have been granted tenure or are being simultaneously considered for tenure.
- 30.31 To be considered for promotion to Professor a faculty member will submit a written request including a full curriculum vitae to the Chair of the TPC asking for such consideration by April 15th. If granted, the promotion will take place September 1st of the following year.
- 30.32 Where a faculty member's application for promotion to Professor has been unsuccessful, the faculty member cannot reapply for promotion to Professor in the next tenure/promotion application cycle; the faculty member must wait a minimum of one tenure/promotion application cycle before reapplying for promotion to Professor.
- 30.33 Consideration for promotion to Professor is not mandatory and withdrawal can occur until the Dean forwards their recommendation to the President or the Faculty Review Committee. Consideration for promotion will continue unless the faculty member provides written notice of withdrawal.

## **Article 31: Contract Renewal, Tenure, and Promotion—Documentation and Referees**

### **Commencing the Process**

- 31.1 A scheduled tenure consideration commences with written notice from the Chair to the faculty member by April 1st of the academic year prior to the year indicated in the letter of appointment (e.g. April 1st of the fifth year of appointment of an Assistant Professor). This notice should ask the faculty member to submit an application and a full curriculum vitae on or before April 15th. Additional materials as may be required are to be submitted by May 15th, as per Article [31.3.1](#) below.
- 31.2 In order to be considered for promotion from Associate Professor to Professor, a faculty member will submit by April 15th a written request including a full curriculum vitae to the Chair of the TPC asking for such consideration.

### **Documentation**

- 31.3 A faculty member who is to be considered for renewal, tenure, or promotion will provide the TPC with the following documentation:
- 31.3.1 By May 15th: Copies of at least three examples of their peer-reviewed published research or its equivalent, and any additional materials that the faculty member wishes to be given to the external referees
- 31.3.2 By September 1st: All material relating to their performance in the areas of teaching, research, and service which they wish the TPC to consider

## External Referees

- 31.4 The evaluation of a faculty member's scholarly work by external referees with appropriate expertise should inform the assessment made by the TPC. The TPC should take account of the academic stature and the independence of each referee in weighing the assessment.
- 31.5 The faculty member must submit a list of at least five referees to the Chair of the TPC by May 1st. Those referees should be at arm's length from the candidate, that is, they should not have been a recent thesis supervisor, co-author, co-applicant, collaborator, or personal friend of the faculty member. University faculty and staff (including retirees) are not acceptable referees.
- 31.6 The TPC will develop a list of at least five potential referees, and will provide the list to the Member by May 1st.
- 31.6.1 When faculty members and TPCs anticipate there may be difficulty in obtaining referee agreement to provide reference letters, both parties should develop longer lists for review.
- 31.7 The Member and the TPC will have the opportunity to comment on the other's list on or before May 15th.
- 31.8 Starting May 16th, the TPC will request confidential letters of reference from a minimum of six referees, at least half of which must be from the faculty member's list. The TPC must receive agreement from at least five potential referees to proceed; at least two of which must be from the faculty member's list, and two of which must be from the TPC's list. If additional referees are required, the faculty member must provide additional names so that there is always one more referee on the candidate's list than the number of referees to be selected from the list.
- 31.9 The TPC must use a template letter, accompanied by the relevant Departmental Criteria for Tenure and/or Promotion that have been approved by the Department and the Dean. The references must be received in writing. If received by email, the TPC Chair must verify that they are satisfied that the reference is legitimate.
- 31.10 There must be a minimum of four referees' reports received before the case can be considered; at least two of which must be from referees who appear on the faculty member's list and at least two of which must be from referees who appear on the TPC's list.
- 31.11 The TPC should not consider unsolicited letters of reference from faculty members at the University, including retired faculty members, or from other members of the University community.
- 31.12 Pertinent material received after a recommendation has been made formally at any of the stages of review will be forwarded for consideration to the next higher stage. If the new material is judged to be sufficiently important, the Dean, the Vice-President, Academic, the FRC, or the President may direct that the case be reconsidered at any of the previous levels of review. A summary of the pertinent material will be sent to the faculty member under review. If there is to be a reconsideration, a revised timetable for the case will be

adopted and the candidate will be notified. The reconsideration will be governed by the same procedures as the initial consideration.

## **Article 32: Contract Renewal, Tenure, and Promotion—Developing Recommendations to the President**

- 32.1 In developing a recommendation, each level of review must specify the basis on which the recommendation is made and the information that is relied on in formulating the recommendation. This must be set out in sufficient detail to allow the Member to make a full response.
- 32.2 After the Tenure and Promotion Committee (TPC) has examined and discussed the material relevant to a case, including the letters of reference, the Member will have the opportunity to meet with the TPC to answer any questions the TPC may have. This meeting may be initiated by either the candidate or the Chair of the TPC.
- 32.3 By November 15th, prior to voting on and making a recommendation, the TPC will provide the Member with a draft assessment of their performance, in a manner consistent with requirements for maintaining confidentiality. The Member will have two weeks to provide the TPC with any written explanations or additional material in response to the draft. The Member also has the right to anonymized versions of all letters and of the covering letter sent to the referees, and to appear before the TPC. A Member may be accompanied by a support person or represented by the Association at any such meeting.
- 32.4 The TPC will consider all materials and vote on the case. Motions should be framed in positive terms. In the event of a tie vote, the recommendation will be forwarded as unfavourable to the case of the Member.
- 32.5 The TPC will forward its recommendations concerning renewal, tenure, and/or promotion to the Dean of the faculty by January 15th. This recommendation must be accompanied by a statement of the reasons for the recommendation, all material received, the vote results, and a list of any additional material considered by the TPC. If the decision is not unanimous, then the members dissenting from the majority opinion must submit a written statement of dissent. All members of the TPC are to be given the opportunity to review the statements referred to above before they are sent to the Dean.
- 32.6 At the same time, the TPC will transmit to the Member a copy of the recommendation of the TPC, and the reasons for the recommendation and for dissent, if any, and a list of all the materials sent to the Dean. Neither the identity of those who have given confidential assessments nor any aspect of the vote of the TPC will be disclosed in the copy to the Member.
- 32.7 If a TPC fails, without sufficient cause, to make a recommendation on time, the TPC Chair will make the recommendation and transmit it to the Dean by January 30th, accompanied by an explanation of the failure of the TPC to meet the deadline.

## Review by the Dean

- 32.8 A Member has the opportunity to provide the Dean with their comments on the recommendation of the TPC within two weeks of its transmittal to them. They may also meet with the Dean and be accompanied by a support person or represented by the Association at any such meeting.
- 32.9 The Dean will make their recommendation after considering the recommendation from the TPC, the comments, if any, of the Member, and such other information as the Dean considers relevant. If the Dean chooses to obtain additional letters of reference, they will go back to the Member and the TPC for suggestions of other potential referees. All referee's reports are to be written and the Member is entitled to anonymized versions of all letters.
- 32.10 In cases of tenure, promotion, or contract renewal, if the recommendations of the TPC and of the Dean are both positive, the Dean will forward their recommendation to the Vice-President, Academic.
- 32.11 If the Dean's recommendation is different from the recommendation made by the TPC, or if the Dean concurs with the negative recommendation of the TPC, a Faculty Review Committee will be convened by the University.
- 32.12 In all cases, by February 15th, the Dean will forward their recommendation, a complete statement of the reasons for the recommendation, all materials received, and a list of any additional materials considered. A copy will be sent to the Chair of the TPC. At the same time, the Dean will transmit to the Member a copy of their recommendation which will include a statement of the reasons, with any information which might identify any authors of confidential assessments deleted, and a list of any additional materials considered by the Dean beyond those considered by the TPC. The Dean will also advise the Member that they may comment on the recommendation and may submit additional information to the Vice-President, Academic.

## Faculty Review Committee

- 32.13 A Faculty Review Committee (FRC) will review cases in the following categories:
- 32.13.1 Contract renewal, tenure, and promotion cases that have negative recommendations from the Tenure and Promotion Committee (TPC) and the Dean
  - 32.13.2 Contract renewal, tenure and promotion cases in which the Dean disagrees with the recommendation of the TPC
- 32.14 A FRC will examine any case submitted to it and will make a recommendation for or against renewal, tenure, or promotion.
- 32.15 Prior to making a recommendation, the FRC must confer separately with the Dean, with the Chair and two representatives of the TPC elected by and from the TPC, and with the Member, in that order, except that the Member may decline, without prejudice, the opportunity to appear before the FRC.

- 32.16 At the conclusion of each interview with a Dean or with the representatives of the TPC, a FRC will prepare a summary of all additional information concerning the case (i.e. information which was not part of the written record in the case) that was obtained during the interview. These summaries will be provided to the faculty member at least five days before their interview with a FRC.
- 32.17 If a FRC chooses to obtain additional letters of reference, procedures similar to those established above will be followed.
- 32.18 The Vice-President, Academic will forward the recommendation of the FRC, along with their comments, to the President by April 30th. This recommendation will be accompanied by a statement of reasons for the recommendation and must be copied to the Dean, the Chair of the TPC, and the faculty member involved, in a manner that would protect the identity of any authors of letters of reference or other confidential assessments. In addition, a FRC will provide a list of any material that was considered by the FRC that was not considered by the Dean. When letters of reference or other confidential assessments form part of the documentation, anonymized versions of the original letters will be provided to the faculty member, unless they have already been provided by the Dean or the TPC.
- 32.19 A Member may be accompanied by, or represented by, the Association at any stage of the review process.

#### Development of Recommendations to the Board of Governors

- 32.20 The President will review the recommendations they receive from the Deans and Faculty Review Committees.
- 32.21 The candidate will have the right to meet with the President prior to the President's recommendation to the Board of Governors, and may be represented by the Association.
- 32.22 By May 30th the President will inform the Chair of the FRC, the Dean, the Chair of the TPC, the Association, and the faculty member if they intend not to recommend to the Board of Governors contract renewal, tenure, or promotion for the Member. Otherwise, the President will forward recommendations for contract renewal, tenure, and promotion to the Board of Governors for approval.

#### Salary Placement upon Promotion

- 32.23 At the time of promotion, a Member's entire career performance is reviewed and salary placement in the new rank is made on the basis of that review. In particular, consideration should be given to steps awarded but not received. Promotion adjustments usually take effect on September 1st. The recommendation for placement on promotion will include a recommendation for step awards in the year following promotion.
- 32.24 Deans will review all salary adjustments at the time of promotion to prevent and/or address inequities that may be attributable in whole or in part to any prohibited ground of discrimination.

## Article 33: Biennial Reviews and Step Awards (Research and Teaching Faculty)

- 33.1 A Member whose appointment (new or promotion) starts on September 1st will be subject to review starting in the January 16 months after the start of the appointment. Faculty members commencing appointments on a date other than September 1st will be deemed to have started on the nearest September 1st.
- 33.2 If a newly appointed Member has held an appointment for six months or more, they will receive a one-step award without review on the September 1st following their appointment. If a newly appointed Member has held an appointment for less than six months, they will not receive a step award that year, but will receive a one-step award without review the following year.
- 33.3 Term appointments of one year or less will not be reviewed and will not receive a step award.
- 33.4 Term appointments of more than one year, or with two consecutive one-year appointments, will receive one step award on September 1st of the second year of appointment. They will be subject to a formal evaluation in the second and fourth years of appointment. If they are reappointed, their step placement will be determined according to the evaluation.

### Regular Review

- 33.5 Each Member will be reviewed biennially.
- 33.6 Evaluation will be based on the Member's performance of their responsibilities and opportunity to fulfill those responsibilities.
- 33.6.1 Evaluation will be consistent with TPC criteria for tenure and promotion. While the biennial review record may be taken into account in tenure and promotion considerations, external referees will normally be the primary indicator of scholarly impact.
- 33.7 By January 15<sup>th</sup> of the year in which they will be reviewed, Members will complete and provide the Chair with two copies each of a teaching dossier update, and of a curriculum vitae update or other report documenting their contributions to research and service for the previous year.

### Assessment and Step Awards

- 33.8 All Members will be assessed and awarded steps. Step awards will be based on assessment of a faculty member's performance of their responsibilities and will result in an award of 0, 0.5, 1, 1.5, 2 or 2.5 steps for the year of review and the following year. The steps awarded must be the same in both years.
- 33.9 Step awards do not necessarily result in a salary increase. Refer to [Article 42: Salary](#) for details on how step awards translate to monetary increases.

- 33.10 The total number of steps awarded will not exceed 1.56 times the number of faculty under review.
- 33.10.1 Deans will be provided with steps at 1.56 times the number of Members under review in their Faculty.
- 33.10.2 The total number of steps provided to each Department, or to each TPC in a non-Departmentalized Faculty will normally be 1.5 times the number of faculty under review.

### Departmental Recommendations

- 33.11 The Chair, with the advice of the Tenure and Promotion Committee (TPC), and such other advice as appropriate, will do the following:
- 33.11.1 Regarding Promotion: Recommend steps on promotion for each Member considered for promotion. This recommendation must also specify a step award for the following year.
- 33.11.2 Regarding Salary Review: Prepare an assessment of the performance of each Member due for review as specified in [Regular Review](#) (above). Evaluation will be based on the individual Member's performance in carrying out their responsibilities. Evaluation of performance will result in one of the outcomes listed in [Assessment and Step Awards](#) (above).
- 33.12 The Chair will forward all assessments to the Dean by March 1st. Each assessment will include a statement of the reasons for the assessment, including an analysis of the Member's performance with respect to each of the criteria for assessment and, where appropriate, suggestions for improving performance. Each assessment will be accompanied by the documentation upon which it is based.
- 33.13 The Chair will provide the Member with:
- 33.13.1 a copy of the assessment described above, except that anything that would identify a person providing a confidential assessment about the Member will be deleted;
- 33.13.2 the information that in the event the Member disagrees with the assessment, they have 14 calendar days (excluding University closures and statutory holidays) from the date of transmittal in which to inform the Dean of their disagreement and the reasons for it;
- 33.13.3 the information that the final allocation of steps is determined by the Dean, and may not be the same as the recommendation made by the Chair.

### Review of Department Chairs and TPC Chairs

- 33.14 Department Chairs and TPC Chairs will be reviewed by the TPC and the confidential assessment will be forwarded to the Dean subject to the same procedures as other faculty members but no step will be recommended. Deans will withhold 1.5 steps per administrative Member under review and will determine the steps to be awarded.

## Faculty Review of Departmental Recommendations

- 33.15 The Dean of the faculty will be responsible for maintaining consistent standards within the faculty. To that end, and seeking such advice as is deemed appropriate, they will review all documentation in making their recommendations.
- 33.16 The Dean may consider making a recommendation that would result in a more or less favourable assessment than that made by the Chair.
- 33.17 In the event that the Dean considers making a less favourable assessment, they will summarize the reasons for considering such an assessment and will send them to the faculty Member advising them that they have 14 calendar days (excluding University closures and statutory holidays) in which to comment and/or provide additional materials with respect to the assessment.
- 33.18 In the event the Dean considers making a more favourable assessment, they will summarize the reasons for considering such an assessment and send them to the Chair. The Chair may provide comments on the Dean's assessment.
- 33.19 By May 1st in each year, the Dean will forward their recommendations to the office of the Vice-President, Academic for transmittal to the President. At the same time as the Dean forwards a recommendation, they will send a copy of their recommendation to the Member concerned and to the Chair.
- 33.20 Anything that would identify a person providing a confidential assessment about the Member will be deleted from the copy sent to the faculty member. When the Dean recommends a less favourable assessment than the Chair, they will provide reasons for their recommendation.
- 33.21 If the Dean's recommendation is lower than the recommendation made by the Chair, or if both the Dean and the Chair recommend no steps be awarded, the Dean will advise the Member that they have 14 calendar days (excluding University closures and statutory holidays) from the date of transmittal of the Dean's recommendation in which to file an appeal with the University Salary Appeal Committee. This will be done by submitting a written request for review of the case to the Vice-President, Academic and providing any supplementary material to be considered by the committee.

## Appeals of Salary Issues

### Vice-President, Academic

- 33.22 Appeals regarding the following will be made directly to the Vice-President, Academic who will make recommendations to the President:
- 33.22.1 Disputes regarding steps on promotion
- 33.22.2 In unusual circumstances, the entire pattern of assessments by a Chair or Dean

### University Salary Appeal Committee

- 33.23 The University Salary Appeal Committee (USAC) will be composed of four members of the Faculty College and the Vice-President, Academic, who will chair the USAC. All members of the USAC must participate in the review.



- 33.24 The USAC will review cases where:
- 33.24.1 the Dean's recommendation differs from the Chair's recommendation and the faculty member or the Chair appeals the case to the USAC;
  - 33.24.2 the Chair and Dean have both recommended that the faculty member receive no step award and the faculty member appeals the case to the USAC;
  - 33.24.3 a faculty member who has requested a salary anomaly review appeals the recommendation of the Vice-President, Academic. In such cases the Vice-President, Academic will not act as a member of the USAC and the USAC will elect an Acting Chair.
- 33.25 In its review of a particular salary case, the USAC will provide an opportunity for the Dean, the Chair, and the faculty member to provide any additional written submissions that they wish the USAC to consider. The USAC will consider the written submissions and make a recommendation based on the entire written record of the case. In exceptional cases, the USAC may request to meet with any of the parties.
- 33.26 Recommendations of the USAC will be forwarded to the President by May 31st.
- 33.27 No later than June 15th, the President will receive all salary recommendations. When the President has accepted a salary recommendation, they will inform the faculty member of the final assessment and the resulting salary adjustment.

## Article 34: Unsatisfactory Performance

- 34.1 Any Member who has received a step award of 0 or 0.5 in any biennial review must meet with the Chair of the TPC and the Dean to discuss how they might improve their performance before the next biennial review. The Dean will provide a written record of the meeting to the Member and the Chair.
- 34.2 Any Member who has received a step award of 0 or 0.5 in two consecutive biennial reviews may be required to undertake a program of appropriate remedial action. Any such program will be developed through consultation among the Dean, the Chair, the TPC, and the Member.
- 34.3 The Member will be advised that an Association representative may accompany them to all meetings pursuant to this Article.
- 34.4 A faculty member may appeal a proposed remedial program to a Faculty Review Committee.

## Teaching Faculty

### Article 35: Teaching Faculty

- 35.1 Teaching Faculty refers to Laboratory Instructors, Lecturers, Senior Lecturers, and University Lecturers collectively.
- 35.2 Lecture Faculty refers to Lecturers, Senior Lecturers, and University Lecturers collectively.

#### Ranks and Responsibilities

##### **Laboratory Instructor**

- 35.3 A Laboratory Instructor will assist other faculty in providing laboratory instruction and in developing the curriculum of laboratory courses.
- 35.4 A Laboratory Instructor may apply for promotion to Lecturer where:
- 35.4.1 a substantial proportion of their permanent duties has become the full responsibility for the instruction of courses, including laboratory courses;
  - 35.4.2 they demonstrate ability and commitment to teaching.

##### Responsibilities of Laboratory Instructors

- 35.5 Laboratory Instructors provide instructional preparation and support to assist other faculty in laboratory instruction and in the curriculum development of laboratory courses. The Chair (or designate) assigns teaching responsibilities, in consultation with the Laboratory Instructor. The Laboratory Instructor is responsible to the Department Chair (or designate) for assigned duties and for professional activities undertaken in a semester in which no laboratory duties are assigned.
- 35.6 A Laboratory Instructor is expected to perform their duties in a professional and effective manner, to maintain currency in the discipline, to prepare appropriately for classes, to be available to and to provide feedback to their students, and to be available to consult with faculty responsible for the laboratory course(s).
- 35.7 A Laboratory Instructor is also expected to undertake administrative functions related to their teaching responsibilities as assigned by the Chair (or designate) in consultation with the Laboratory Instructor.
- 35.8 Where a Laboratory Instructor becomes voluntarily involved in service within or outside the university community, it should be compatible with their normal instructional responsibilities.
- 35.9 Laboratory Instructors will maintain laboratory teaching dossiers that must be updated each academic year. A summary of activities (or curriculum vitae update) will be forwarded to the department Chair by January 15th, annually.

## Lecture Faculty

### Lecturer

- 35.10 A Lecturer will have full responsibility for the preparation and instruction of courses, including laboratory courses, and for curriculum development.
- 35.11 A Lecturer should show:
- 35.11.1 evidence of ability and commitment to teaching;
  - 35.11.2 evidence of promise of educational leadership;
  - 35.11.3 involvement in service to the academic profession, to the University, or to the community as appropriate.

### Senior Lecturer

- 35.12 A Senior Lecturer will have responsibility for the preparation and instruction of a wide range of undergraduate and graduate level courses, and may be called upon to provide leadership in curriculum development.
- 35.13 Appointment at or promotion to Senior Lecturer will require demonstration of:
- 35.13.1 excellence in teaching;
  - 35.13.2 examples of educational leadership;
  - 35.13.3 involvement in curriculum development and innovation and other teaching and learning initiatives;
  - 35.13.4 continuing pedagogical/professional development;
  - 35.13.5 an appropriate level of involvement in service to the academic profession, to the University, or to the community.

### University Lecturer

- 35.14 A University Lecturer will have responsibilities that encompass the normal requirements of classroom teaching plus activities in the areas of educational leadership, teaching mentorship and curriculum development. University Lecturers will focus on accomplishments in teaching and educational innovation and the impact on student learning.
- 35.15 Appointment at or promotion to University Lecturer will require demonstration of:
- 35.15.1 sustained record of excellence in teaching;
  - 35.15.2 distinction in the field of teaching and learning including demonstrated innovation resulting in a positive impact on student learning;
  - 35.15.3 sustained record of excellence in educational leadership;
  - 35.15.4 sustained and innovative contributions to curriculum development, course design, and other initiatives that advance the University's ability to excel in its teaching and learning mandate;
  - 35.15.5 an appropriate level of involvement in service to the academic profession, to the University, or to the community.

### **Responsibilities of Lecture Faculty**

- 35.16 Lecture Faculty have full responsibility for: the preparation and instruction of courses, including laboratory courses; the supervision of any teaching assistants or laboratory instructors associated with these courses; curriculum development; and associated duties. Currency in the discipline is essential, but there is no requirement of research activity. Lecture Faculty are responsible to the Department Chair (or designate) for assigned duties.
- 35.17 The primary obligation of Lecture Faculty is teaching and associated duties. They are fully responsible for courses in the same manner as other faculty members.
- 35.18 Occasionally, where the needs and resources of the department allow, and with the Lecture Faculty Member's agreement, a Chair may assign limited duties related to the scholarship of teaching and learning for a defined period. These duties will be taken into account in assignment of workload.
- 35.19 In those semesters in which the Lecture Faculty Member is teaching less than a full teaching load they are expected to undertake teaching-related or professional development activities or other activities in lieu of classroom teaching assigned by the Chair.
- 35.20 Lecture Faculty are expected to undertake administrative functions assigned by the Chair in consultation with the Member.
- 35.21 Lecture Faculty (term and continuing) will maintain teaching dossiers that must be updated each academic year. A summary of activities (or curriculum vitae update) will be forwarded to the department Chair by January 15th, annually.

### **Continuing Appointments**

- 35.22 Teaching Faculty appointments will be made consistent with [Article 23: Continuing Academic Appointments](#).
- 35.23 Appointment to a probationary or continuing Teaching Faculty position requires the authorization of a position by the Vice President, Academic.
- 35.24 Normally initial appointments will only be made at the Laboratory Instructor or Lecturer level.
- 35.25 Initial Teaching Faculty appointments will commence with a probationary appointment of up to 24 months.
- 35.26 Continuing Teaching Faculty appointments will be an appointment without term subject to Articles 35.59-35.64, [Elimination of Position](#).
- 35.27 All Teaching Faculty appointments regardless of category may be full- or part-time.

### **Probationary Appointments and Review**

- 35.28 For all continuing appointments (excluding incumbents appointed under Term Appointments (below), an initial probationary appointment of up to 24 months will be made subject to Article [35.25](#).

- 35.28.1 The probationary appointment review will be conducted as part of the Teaching Faculty Member's first biennial salary review.
  - 35.28.2 If a newly appointed Member has held an appointment for six months or more, they will receive a one-step award without review on the September 1st following their appointment.
  - 35.28.3 A Teaching Faculty Member whose continuing appointment starts on September 1st will be subject to review starting in the January 16 months after the start of the appointment. Members commencing appointments on a date other than September 1st will be deemed to have started on the nearest September 1st.
- 35.29 Upon appointment, Teaching Faculty will be provided with the unit's expected standard of performance and the criteria by which this performance will be measured.
- 35.30 The TPC will review a Probationary Teaching Faculty Member's performance in their second year as part of the biennial review process. If their performance has been satisfactory, the Chair will recommend to the Dean that the appointment be made a continuing appointment and recommend an appropriate step award.
- 35.31 Teaching faculty who have been on medical leave or long-term disability or who have experienced other severely disruptive personal circumstances may request an extension of the probationary period as per the terms in Articles 30.14-30.18 ([Delay in Consideration](#)).

#### **Unsatisfactory Probationary Review**

- 35.32 If the Probationary Teaching Faculty Member receives an unsatisfactory review from the TPC, the Chair will outline in writing:
- 35.32.1 the unsatisfactory aspects of the performance in relation to the job responsibilities;
  - 35.32.2 the expected standard of performance;
  - 35.32.3 the criteria by which that performance will be measured.
- 35.33 The probationary period will be extended by 12 months to allow for a supplementary review. There will be no step award given at the end of the second year of the probationary period. The Probationary Teaching Faculty Member may appeal this negative assessment to the Dean within 14 days of receipt of the Chair's recommendation.
- 35.34 Where the probationary period is extended, there will be a supplementary review by the TPC during the third year biennial review process. If a Probationary Teaching Faculty Member's performance during the supplementary review period has been satisfactory, the Chair will recommend to the Dean that the appointment be made continuing and an appropriate step be awarded.
- 35.35 If the supplementary review is negative, the Chair will recommend to the Dean by May 1st of the supplementary year of appointment that notice of termination of the probationary appointment be given.

## **Term Appointments**

### General

- 35.36 A term appointment may be made where there is a need for the temporary employment of a Teaching Faculty Member and/or where only temporary or contingent funding for the position is available. Term appointments will end on the date specified in the appointment letter and no further notice is required.
- 35.37 Term appointments will normally be at least 50% of full-time. In exceptional circumstances where an appointment is made below 50%, the Association will be informed and a rationale for the exceptional appointment provided.
- 35.38 In the event that a term Teaching Faculty Member is appointed to a continuing position, continuous years of service immediately preceding the continuing appointment will count toward years of service needed to apply for promotion.
- 35.39 A person who is a candidate for a degree at Simon Fraser University may not be appointed as a term Teaching Faculty Member with an appointment longer than 12 months until the degree requirements have been fulfilled. In exceptional cases, the Vice-President, Academic may grant an exemption to this rule after consultation with the Dean, Graduate Studies.
- 35.40 Term appointments will be evaluated using the same performance review procedures as continuing Members.

### Renewal and Limits of Term Appointments

- 35.41 Term appointments may be renewed. Renewals beyond five years (with no breaks in service of over four months) must have the agreement of the Member and the Association.
- 35.42 Where a Department/unit will have employed a teaching faculty member in a term position for four years, the Department will, prior to the end of the fourth year, determine whether there is a continuing need for that position. If a continuing need is identified, a position will be created (subject to budgetary approval).
- 35.43 If a continuing need is not identified, or if budgetary approval for a continuing position is denied, the Department may not appoint any new limited term Teaching Faculty to teach the same or substantially similar courses for a period of two years following expiry of the appointment that triggered the consideration.
- 35.44 If a continuing position is created, the Department will make a recommendation to the Dean as to whether the search should be non-advertised and targeted to the incumbent Member, internal or open as per [Article 23: Continuing Academic Appointments](#). The search process will be initiated within six months. Except in the case of an unadvertised search, all limited term faculty members of that rank within that department will be notified of the search and be invited to apply.
- 35.45 Where the continuing appointment pursuant to this Article will not be complete prior to the end of the fifth year of appointment, the term appointment may be extended for a period of one year or until the start date of the continuing appointment, whichever is earlier.

35.46 Where the term appointment incumbent is the successful candidate for a continuing position, the probationary period will be waived (see [Probationary Appointments and Review](#), above).

### **Appointments Supported by External Funds**

35.47 Where a continuing appointment is subject to the availability of external funding of at least 50% of the salary, the position will be identified as such (externally-funded) and the source of funding will be stipulated in the appointment letter.

35.48 Externally-funded appointments may be terminated in accordance with the following provisions:

35.48.1 The Teaching Faculty Member will be notified by the University of the date of termination as soon as the University receives notice that the funding will not be renewed.

35.48.2 The Teaching Faculty Member will receive severance pay equivalent to one month's salary and benefits for each complete year of service to a maximum of 12 months, to be paid out in a mutually-agreeable manner.

35.49 Article 35, [Elimination of Position](#) will not be applicable to these terminations.

35.50 Externally-funded positions may not constitute more than 20% of Lecture Faculty university-wide.

### **Promotion**

35.51 A Lecturer may apply to be considered for promotion to Senior Lecturer if they have, at the time of application, completed at least five years as a Lecturer at Simon Fraser University.

35.52 A Senior Lecturer may apply to be considered for promotion to University Lecturer if they have, at the time of application, completed at least five years as a Senior Lecturer at Simon Fraser University.

35.53 Normally University Lecturer will be the highest rank for Lecture Faculty. In exceptional circumstances, a University Lecturer may apply for promotion to Professor under the same criteria outlined in [University Requirements for Appointment, Tenure and Promotion](#).

### **Early Promotion**

35.54 A Lecturer may apply to be considered for early promotion to Senior Lecturer if they have, at the time of application, completed at least three years as a continuing Lecturer at Simon Fraser University and three years as a Lecturer (or equivalent position) at another post-secondary institution prior to the continuing appointment at Simon Fraser University. Both of these appointments must be at least half time.

35.55 For early promotion consideration, the Lecturer must make a written submission, including a full curriculum vitae, to the Dean, copied to the Chair of the TPC by April 1st outlining the reasons for the request. In making a determination, the Dean will consult with the Chair of the TPC. The Dean will inform the Lecturer of the decision in writing with reasons by April 15th, with a copy to the Chair of the TPC. An unsuccessful early

promotion application will not be a relevant consideration in any future promotion consideration.

### **Criteria for Promotion**

35.56 A Teaching Faculty Member who is being considered for promotion or salary review must be evaluated on the basis of performance in two key areas of activity: teaching effectiveness, and service activities as those criteria are defined in [Article 28: University Criteria for Appointment, Tenure and Promotion](#).

### **Promotion Procedures**

35.57 University criteria for promotion are listed above.

35.58 Procedures will mirror those of research faculty as outlined in [Article 30: Contract Renewal, Tenure, and Promotion](#) with the following modifications:

- 35.58.1 **Dates:** To be considered for promotion, an application must be submitted in writing to the Chair by May 1st accompanied by a teaching dossier and whatever other documentation the Teaching Faculty Member considers relevant to their case.
- 35.58.2 **Referees:** Referee letters are not required for promotion to Senior Lecturer. For promotion to University Lecturer, at least four letters of reference from referees of high academic stature at “arm’s length” from the Member, at least two of which should normally be external to the University, must support promotion to this rank. Referees internal to the University will normally be from a Faculty different from the Member. Referees will be chosen in the same manner as those for research faculty promotions.
- 35.58.3 **FRC Composition:** Teaching faculty promotion cases will be heard by a Faculty Review Committee (FRC) on the same basis as those for research faculty (negative recommendations from both TPC and Dean, or mixed recommendations from TPC and Dean). In the case of a Teaching Faculty promotion, the composition of the FRC must include at least two Senior/University Lecturers.

### **Elimination of Position**

35.59 The University accepts that it has a responsibility to continuing employees with long service who have given good job performance and who would suffer a loss of employment as a result of departmental re-organization or elimination of their positions.

35.60 The Chair will advise a continuing Teaching Faculty Member whose position is discontinued of the reasons for this action in writing. As much notice as possible will be given, but in no circumstances will the period of notice be less than:

- 35.60.1 four months for a person with service of two years or less in a continuing position;
- 35.60.2 eight months for a person with service of greater than two but less than five years in a continuing position;
- 35.60.3 12 months for a person with five years or more of service in a continuing position.



- 35.61 The University will assist a continuing teaching faculty member whose position is discontinued in a search for suitable alternative employment within the University.
- 35.62 No Teaching Faculty Member will be expected to take a reduction in salary as a result of being the successful applicant to a position in the bargaining unit in a lower salary range than they previously occupied. In such cases, the individual's salary will be frozen unless and until the position occupied has a salary range that is greater than the salary currently received by that individual.
- 35.63 If no suitable alternate employment within the University has been located by the end of the notice period then:
- 35.63.1 up to six hours of counselling by an external consultant will be offered at no expense to the Teaching Faculty Member;
  - 35.63.2 the Teaching Faculty Member will be terminated and receive severance pay equivalent to one month's salary and benefits for each complete year of service to a maximum of 12 months' salary, to be paid out in a mutually agreeable manner.
- 35.64 For the 12 months following termination:
- 35.64.1 the individual may elect to carry group medical, extended health and dental coverage provided that all employer and employee portions of premiums are prepaid by the individual;
  - 35.64.2 if the individual is re-employed by Simon Fraser University in a continuing position, severance pay will cease and any balance will be due to the University.

### Faculty Status and Voting Rights

- 35.65 Laboratory Instructors will be considered as equivalent to faculty for the purpose of nomination, voting and election to Senate and the Board of Governors. Continuing Laboratory Instructors may not serve on a TPC but may vote in any election of Members to that committee and participate fully in departmental, faculty and university activities.
- 35.66 Continuing Lecture Faculty will be considered as faculty members with the rights and responsibilities conferred by the *University Act*. Continuing Lecture Faculty Members are not eligible for tenure, but may serve on a TPC (as per [Article 29: Establishment of Tenure and Promotion and Faculty Review Committees](#)) and may vote in any election of Members to that committee and participate fully in departmental, faculty and university activities.
- 35.67 Term Lecture Faculty Members holding appointments of more than one year or who have two or more consecutive one-year appointments may participate in departmental, faculty and university activities, except that they may not:
- 35.67.1 serve on a TPC;
  - 35.67.2 vote in any election of members to the TPC;
  - 35.67.3 vote in demonstrated support votes.

- 35.68 Term Lecture Faculty Members holding appointments of one year or less have the same restrictions noted above for appointments of more than one year, but they may participate in other service activities at the initiative of the Department, Faculty or University.

## Workload for Teaching Faculty

### Laboratory Instructors

- 35.69 A full-time Laboratory Instructor position entails a time commitment of approximately 35-40 hours per week. An exceptionally heavy workload in one semester should be offset by a lighter-than-average workload in a subsequent semester. In the case of a part-time Laboratory Instructor, they will be expected to work that portion of a workweek that corresponds to the FTE percentage of the appointment.
- 35.70 For the purpose of course/professional development, continuing Laboratory Instructors will be entitled to a minimum of one semester in nine in which no instructional duties are assigned. The Department Chair will assign this semester in consultation with the Laboratory Instructor. When teaching needs dictate, the Chair may ask a Laboratory Instructor to delay the non-teaching semester for one or two semesters. If such a delay is required, the number of delayed semesters will be credited toward the next professional development entitlement.
- 35.71 This provision applies to a term Laboratory Instructor provided that:
- 35.71.1 they have held consecutive and contiguous teaching appointments of at least 50% of load totaling eight complete semesters;
  - 35.71.2 during that period, they have not had a semester in which no teaching duties were assigned and the annual workload was reduced;
  - 35.71.3 they have a subsequent appointment of one year or more.

### Lecture Faculty

- 35.72 Lecture Faculty Members are allocated an equitable proportion of the annual instructional responsibilities of their departments.
- 35.73 A normal annual teaching workload for Lecture Faculty Members is defined as no more than twice that of tenure track faculty in the same department.
- 35.74 Senior Lecturers and University Lecturers may have duties related to innovation in curriculum development and/or the scholarship of teaching and learning (see below), which will be counted in overall assignment of workload. Minor year-to-year fluctuations in a Teaching Faculty Member's teaching workload may be necessary to meet the particular teaching needs of the department. On average, however, the normal annual teaching workload for lecturers will be consistent with the norm.
- 35.75 For Senior Lecturers, one course equivalent in 16 will be provided to develop new learning activities, refine curriculum, and/or engage in other activities appropriate to continued scholarly development as agreed with the Chair that will benefit the Teaching Faculty Member and the department.
- 35.76 For University Lecturers, at least one course equivalent in eight will be provided to develop new learning activities, refine or develop curriculum, provide educational leadership or teaching mentorship, and/or engage in other activities appropriate to

continued scholarly development as agreed with the Chair that will benefit the Member and the department.

- 35.77 Lecture Faculty Members' normal annual teaching workload across the three semesters depends on the needs of the department and will be determined by the Chair in consultation with the Lecture Faculty Member and in accordance with the following provisos:
- 35.77.1 Normally, a Lecture Faculty Member should teach no more than four regular courses (or their equivalent) in any one semester.
  - 35.77.2 A Lecture Faculty Member is entitled to have their workload configured so that no teaching duties are assigned at least one semester in six. There is, however, no reduction in the normal annual teaching load.
  - 35.77.3 In a year in which teaching duties are assigned in all three semesters, a Lecture Faculty Member may request to the Chair and ask to be scheduled to teach intersession or in a similarly-compressed manner in at least one semester, and the full vacation allotment will be taken in this semester. Where such courses are available, this request will not be unreasonably denied.
  - 35.77.4 At least one semester in nine, no teaching duties are assigned. This non-teaching semester is one in which at least two regular courses (or their equivalent) would normally have been taught.
- 35.78 This provision applies to a term Lecture Faculty Member provided that:
- 35.78.1 they have held consecutive and contiguous teaching appointments of at least 50% of load totaling eight complete semesters;
  - 35.78.2 they have a subsequent appointment of one year or more.
- 35.79 In assigning the annual teaching workload of a Lecture Faculty Member, the Chair will give due consideration to those factors affecting workload that may serve to increase or decrease the amount of time and effort required. Factors to be considered include, but are not limited to the following:
- 35.79.1 The abilities and specific area of expertise of the Lecture Faculty Member
  - 35.79.2 Whether the Lecture Faculty Member has previously taught the assigned course
  - 35.79.3 Whether the assigned course is a new preparation
  - 35.79.4 Whether the assigned course or the method of delivery has undergone significant revision
  - 35.79.5 The mode of instruction
  - 35.79.6 The student enrollment
  - 35.79.7 The scheduled contact hours
  - 35.79.8 The level of the course (lower division, upper division or graduate)
  - 35.79.9 The amount and type of preparation, grading and course administration
  - 35.79.10 The amount of supervision of teaching assistants and laboratory instructors required
  - 35.79.11 The overall balance between courses with diverse subject matter and those with similar subject matter

- 35.79.12 The amount of non-teaching assignments and administrative responsibilities assigned
- 35.79.13 The amount of technical teaching support duties assigned
- 35.79.14 Any other relevant factors

## Library and Archivist Faculty

### Article 36: Librarian and Archivist Faculty

- 36.1 Librarian/Archivist Faculty include:
  - 36.1.1 Librarians 1, 2, 3, and 4;
  - 36.1.2 Archivists 1, 2, 3, and 4, with appointments in either the University Archives or the Library;
  - 36.1.3 Division Heads.
- 36.2 “University Executive Officer” refers to the Officer to whom the Dean of Libraries or the University Archivist reports; for the Dean of Libraries, this is the Vice-President, Research, and for the University Archivist, this is the University Secretary.

### Other Clauses in the Collective Agreement

- 36.3 Where other clauses pertain to all Members including Librarian and Archivist Faculty, the following adjustments will be assumed.
- 36.4 Members with Library appointments:
  - 36.4.1 Where clauses refer to “Department Chair”, substitute “Library Supervisor”.
  - 36.4.2 Where clauses refer to the “Vice-President, Academic”, substitute “Vice-President, Research”.
  - 36.4.3 However, where clauses refer to the “Office of the Vice-President, Academic or Faculty Relations”, no substitution is required.
- 36.5 Members with University Archives appointments:
  - 36.5.1 Where clauses refer to “Department Chair” or “Dean”, substitute “University Archivist”.
  - 36.5.2 Where clauses refer to the “Vice-President, Academic”, substitute the University Secretary.
  - 36.5.3 However, where clauses refer to the “Office of the Vice-President, Academic or Faculty Relations”, no substitution is required.
  - 36.5.4 Where an appeal to the Dean is specified in a clause, the appeal will be to the University Secretary.

## Qualifications

- 36.6 All librarians must have a bachelor's degree in a subject field and a master's degree in Library or Information Studies from an ALA accredited program, or its equivalent.
- 36.7 All archivists must have a bachelor's degree in a subject field and a master's degree in one of: Archival Studies, Information Studies, Archival and Library Studies, or another graduate degree with an Archival Studies specialization, from a recognized university archival education program.

## Responsibilities

- 36.8 Librarian and archivist responsibilities should reflect current professional standards and competencies obtained through a pre-appointment university graduate library or archival education program and post-appointment continuing education, training, and professional development activities.
- 36.9 Librarians are principally responsible for: selecting, organizing, managing, and ensuring access to data and information; providing consulting, teaching, and outreach services; developing and maintaining the Library's collection and information systems; promoting sustainable systems of scholarly research, knowledge creation, and communication; and contributing to Library projects and initiatives in support of the strategic priorities of the University, including the research, teaching, and learning activities of other units. They are expected to have a broad understanding of issues related to the academic library and scholarly environment, and of the role of the Library in a university context.
- 36.10 Archivists are principally responsible for: the appraisal, acquisition, description, preservation, and dissemination of those records that document the evolution of the powers, organizational structure, programs, policies, decisions, functions, and history of the University. Archivists advise on the creation, maintenance, and disposition of university records as well as on the protection of and access to personal and confidential information captured in them. Archivists provide a public reference service that respects legal and policy requirements as well as ethical principles. Archivists further acquire non-university records from individuals and organizations that support the research, teaching, and community functions of the University. They are expected to have a broad understanding of the University's organization and functioning, and to maintain currency with developments in the profession.
- 36.11 Librarian and Archivist Faculty are expected to contribute service to the Library or Archives, the University, their profession, and the community at large, by participating in university governance and working with other members of the university community to enhance the academic and administrative excellence of the University, participating in professional associations and activities, and working in the community at large through the application of the Librarian's or Archivist's professional competence or expertise.
- 36.12 Research activity is optional but currency in their specific field of activity is essential. Continuing professional development in their specific field of activity and to meet evolving professional activities and the needs of the Library, Archives, and University in general is expected.

- 36.13 Librarian and Archivist activities are undertaken on the basis of Library or University Archives priorities and available resources, in support of the University's academic, administrative and community service activities. Librarian and Archivist Faculty are responsible to their supervisor for assigned duties.

## Ranks

### **Librarian or Archivist 1**

- 36.14 An entry level category for librarians or archivists who have less than two years of related professional experience.
- 36.15 Members of this category must be able to competently perform core librarian or archival responsibilities as well as provide and promote services under the direct supervision of a Librarian or Archivist 2 or above, or an administrator.
- 36.16 A Librarian or Archivist 1 should demonstrate:
- 36.16.1 potential to become a highly successful librarian or archivist;
  - 36.16.2 ability to develop and apply new skills and knowledge;
  - 36.16.3 willingness to play an active role in the Library or University Archives.

### **Librarian or Archivist 2**

- 36.17 A librarian or archivist who has successfully completed two years as a Librarian or Archivist 1, or who has had equivalent related experience in another library, archives, or records and information management setting, is eligible for appointment in this category, or may apply for promotion to this category.
- 36.18 Members of this category must be able to carry out a range of responsibilities more independently, although still under the broad supervision of a Librarian or Archivist 3 or above, or an administrator. They may be expected to supervise a Librarian 1, Archivist 1 and support staff; to plan, implement, and promote services; and to participate on project teams.
- 36.19 Promotion or appointment to Librarian or Archivist 2 will require demonstration of:
- 36.19.1 ability and commitment to the responsibilities of a librarian or archivist;
  - 36.19.2 continued professional growth;
  - 36.19.3 promise of library or archival leadership;
  - 36.19.4 involvement in service to the University, the profession, and the community as appropriate.

### **Librarian or Archivist 3**

- 36.20 A librarian or archivist with a minimum of five years of successful, relevant professional experience is eligible for appointment in this category, or may apply for promotion to this category.
- 36.21 A member of this category must be capable of performing an extensive array of complex responsibilities independently. They may be expected to supervise Librarians and Archivists 1 and 2 and support staff, lead a unit or program, manage projects and project budgets, and plan, implement and coordinate services.

- 36.22 Promotion or appointment to Librarian or Archivist 3 will require demonstration of:
- 36.22.1 excellence in fulfilling the responsibilities of a librarian or archivist;
  - 36.22.2 recognized disciplinary or functional expertise;
  - 36.22.3 continued professional growth;
  - 36.22.4 leadership, including involvement in library or archives projects or service development and innovation;
  - 36.22.5 an appropriate level of involvement in service to the University, the profession, and the community.

#### **Librarian or Archivist 4**

- 36.23 A librarian or archivist with a minimum of 12 years of highly successful, relevant, professional experience and who has achieved distinction in their field is eligible for appointment in this category, or may apply for promotion to this category.
- 36.24 A member of this category must be capable of excelling at Librarian or Archivist 3 responsibilities; in providing leadership, mentorship, and service; and in developing innovative and impactful initiatives.
- 36.25 Promotion or appointment to Librarian or Archivist 4 will require demonstration of:
- 36.25.1 outstanding achievement in fulfilling the principle responsibilities of a librarian or archivist;
  - 36.25.2 distinction in their field, including demonstrated innovation resulting in positive impact on learning, research, or community engagement;
  - 36.25.3 sustained and innovative contributions advancing the ability of the Library or University Archives to excel in its mandate;
  - 36.25.4 significant contributions to the profession, demonstrated through conference presentations or scholarly or professional publications
  - 36.25.5 outstanding achievements in leadership;
  - 36.25.6 an appropriate level of involvement in service to the University, the profession, and the community.

#### **Division Head**

- 36.26 Appointment as or promotion to the rank of a Division Head will occur when a vacant position exists.
- 36.27 A Division Head must be a librarian or archivist capable of managing a library division, who also has a demonstrated ability for administration and for providing leadership within the Library.
- 36.28 A librarian in this category must be capable of human resources management and strategic planning, and financial management may also be a requirement.

#### **Continuing Appointments**

- 36.29 When a vacant position exists, or when a new position has been authorized by the appropriate University Executive Officer to whom the Dean of Libraries or University Archivist reports, a search will be conducted to fill the position.

- 36.30 The Dean or University Archivist will consult with the appropriate University Executive Officer with respect to the appropriate search procedures, including whether the search will be exclusively internal or will also consider external candidates.
- 36.31 Librarians or archivists of all ranks will be informed when a new or vacant position is advertised.
- 36.32 All searches should include an active search for candidates from designated groups (as defined in Article [13.2](#)). Such procedures may include advertising positions through a selection of professional associations, equity group associations, and publications targeted towards academics in designated groups.
- 36.33 The Search Committee will provide a rationale for any shortlist of potential candidates that does not include members of designated groups to the Dean for approval.
- 36.34 When an internal candidate is not shortlisted for a position, the Chair of the Search Committee will offer to schedule a meeting with the candidate to explain the Search Committee's rationale. The candidate may consult with their current supervisor in order to develop strategies to improve the candidate's future opportunities.
- 36.35 The goal in hiring should be to identify and recruit the best possible candidates for each continuing appointment.
- 36.36 While all qualified candidates will be considered, in accordance with Canadian immigration requirements, Canadian citizens and permanent residents will be given priority in hiring.

#### **Librarian or Archivist Appointments**

- 36.37 A Search Committee will be established by the Supervisor to whom the position reports, with the approval of the Dean of Libraries. The Supervisor will chair the committee unless the Dean approves an alternate arrangement. The Chair is a voting member of the committee.
- 36.38 The Search Committee will include representatives of those who will work most closely with the appointee, including two or three Members of the bargaining unit with continuing appointments, elected by their peers.
- 36.39 Up to two additional people who will work closely with the appointee or who have relevant expertise may be added to the committee on the recommendation of the Chair and with the approval of the Dean, as long as Members of the bargaining unit constitute the majority of the committee.
- 36.40 In the Archives Department, the Supervisor is the University Archivist. University Archives appointments will follow the process above, with references to the Dean of Libraries replaced by the University Secretary.
- 36.41 Persons chosen to serve on search committees should only carry out such duties after successfully completing a program of training, within the past five years, which covers the principles, objectives, best practices, rules, and institutional expectations with respect to equity, diversity, and inclusion. Training program draft material will be provided to the Association for consultation prior to use.



### **Division Head Appointments**

36.42 A Search Committee will consist of the following Members:

36.42.1 Dean of Libraries or Associate Dean (Chair)

36.42.2 Three Librarians or Archivists from categories 2, 3, and 4 elected by their peers

36.42.3 A Division Head, elected by the Division Heads

36.43 Up to two additional people who will work closely with the appointee or who have relevant expertise may be added to the committee on the recommendation of the Chair and with the approval of the Dean, as long as Members of the bargaining unit constitute the majority of the committee.

### **Recommendations for Appointment**

36.44 The Chair of the Search Committee will forward a recommendation for appointment, along with a list of all applicants and the curricula vitae of the shortlisted candidates, to the Dean of Libraries, who will consider the advice of the search committee. If the Dean concurs with the recommendation, they will forward it to the Vice President, Research for their consideration.

36.45 If the Dean does not concur with the recommendation of the Search Committee, they will review the recommendation with the Chair of the Search Committee. If no consensus emerges, the matter will be referred to the Vice-President, Research for decision.

36.46 Recommendations for appointment within the University Archives will be forwarded to the University Secretary, for their consideration.

### **Appointment**

36.47 There is no commitment to a candidate until they receive an appointment letter signed by the appropriate University Administrator.

36.48 The appointment letter will inform the appointee, in writing, of the terms and conditions of their appointment, including rank, salary, and duration of appointment.

36.49 No contract exists until the candidate has signed and returned a copy of the letter or form conveying that offer, or in the case of the appointment of a non-Canadian, until they have obtained the necessary documents which will allow them to take up the appointment.

36.50 Continuing appointments will commence with a probationary appointment of 12 months.

36.51 Continuing Librarian and Archivist Faculty appointments will be an appointment without term subject to Article 36.111-36.118, [Elimination of Position](#).

36.52 While a Division Head position is an appointment without term, where a Librarian or Archivist vacancy exists, a Division Head may be considered for the position. If appointed their salary will be at the Librarian or Archivist 4 level.

36.53 All appointments regardless of rank may be full- or part-time.

### **Review of Probationary Appointments**

36.54 During the probationary period, a Member's performance will be reviewed by their Supervisor at the end of six and nine months to ensure they are meeting the requirements and responsibilities of the position.

- 36.55 If the first review is unsatisfactory, the Member will be informed in writing of the unsatisfactory aspects of their performance and the steps by which they can attain a satisfactory assessment. If the second review is also unsatisfactory, the Supervisor will forward a recommendation to the Librarian and Archivist Promotions Committee (the Promotions Committee), with a copy to the Member, that they be given three months' notice of the termination of their appointment. The Member may appeal this recommendation to the Promotions Committee within 14 days of receipt. They will have the right to appear before the Promotions Committee accompanied by a representative. The Promotions Committee will make a recommendation to the Dean or University Archivist who will in turn forward a recommendation to the appropriate University Executive Officer for final decision.
- 36.56 If the first review is satisfactory but the second review is unsatisfactory, the Member will be informed in writing of the unsatisfactory aspects of their performance and the steps by which they can attain a satisfactory assessment. The probationary period will be extended by three months. If the third review is also unsatisfactory, the Supervisor will forward a recommendation to the Promotions Committee, with a copy to the Member, that they be given three months' notice of the termination of their appointment. The Member may appeal this recommendation to the Promotions Committee within 14 days of receipt. They will have the right to appear before the Promotions Committee accompanied by a representative. The Promotions Committee will make a recommendation to the Dean or University Archivist who will in turn forward a recommendation to the appropriate University Executive Officer for final decision.
- 36.57 If the Supervisor or Promotions Committee concludes that there is not an adequate record to assess a probationary appointment, the Supervisor or Chair of the Promotions Committee will recommend to the Dean or University Archivist that the probationary period be extended by 12 months to allow for a supplementary review; nonetheless, the annual step award on September 1st will be given.
- 36.58 When the probationary appointment of an internal candidate as a Division Head is not made into a continuing appointment, the Librarian will revert to the classification status held prior to the probationary appointment and to the salary that status would have earned had there been no interruption in normal progress through the ranks.
- 36.59 Upon successful completion of the probationary appointment, a Librarian/Archivist Faculty Member will have a continuing appointment with annual performance reviews.

## **Term Appointments**

### **General**

- 36.60 A term appointment may be made where there is a need for the temporary employment of a Librarian or Archivist Faculty Member and/or where only temporary or contingent funding for a position is available. Term appointments will end on the date specified in the appointment letter and no further notice is required.
- 36.61 In the event that a term Member is appointed to a continuing position, continuous years of service immediately preceding the continuing appointment will count toward years of service needed to apply for promotion.

- 36.62 Term appointments will have annual performance reviews.
- 36.63 Members with term appointments are expected to provide a minimum of four weeks' notice of resignation.

### **Renewal and Limits of Term Appointments**

- 36.64 Term appointments may be renewed. For positions of 50% or greater (with no breaks in service of over four months) renewals beyond five years must have the approval of the Member and the Association.
- 36.65 Where a unit has employed a Librarian or Archivist Faculty Member in a term position for four years, the Supervisor will evaluate the continuing need for that position. If a continuing need is identified, a position will be created (subject to budgetary approval).
- 36.66 If a continuing position is approved, the Supervisor will make a recommendation to the Dean or University Secretary on whether the search should be internal or also include external candidates. The search will then follow the terms of the continuing appointments process (see [Continuing Appointments](#), above). If the incumbent is the successful candidate, the probationary period appointment will be waived.
- 36.67 If a continuing need is not identified, or if budgetary approval for a continuing position is denied, the unit may not appoint any new term Librarian and Archivist Faculty to do the same work for a period of two years following the expiry of the appointment that triggered the consideration.

### **Appointments Supported by External Funds**

- 36.68 Where a continuing appointment is subject to the availability of external funding of at least 50% of the salary, the position will be identified as such (externally funded) and the source of funding will be stipulated in the appointment letter.
- 36.69 Externally funded appointments may be terminated in accordance with the following provisions:
- 36.69.1 The Member will be notified by the University of the date of termination as soon as the University receives notice that the funding will not be renewed.
- 36.69.2 The Member will receive severance pay equivalent to one month's salary and benefits for each complete year of service to a maximum of 12 months' salary, to be paid out in a mutually agreeable manner (Article 36.111-36.118, [Elimination of Position](#) will not apply).
- 36.70 Externally funded positions may not constitute more than 30% of Librarian and Archivist Faculty university-wide.

### **Performance Reviews**

- 36.71 Performance reviews will be conducted annually on the anniversary of the Member's continuing appointment, or on a date designated by the Dean of Libraries or University Archivist.
- 36.72 The Member, in consultation with their supervisor, will establish the goals to be achieved over the next 12-month period in order to meet the responsibilities of their position, and

research goals, if any. This must include an assessment of the anticipated workload required and resources available. At the end of the review period, the Member and supervisor will review performance in relation to those goals along with any additional achievements.

- 36.73 Where a Member is engaged in research activity pursuant to Articles [36.105-36.110](#) Workload, they will establish and be evaluated on research goals as part of the annual review process. In evaluating research, the expectations and parameters set out in Articles 28.16 ([Scholarly Activity](#)) and 28.28-28.32 ([Criteria for Assessing Diverse Forms of Scholarship](#)) will apply. Consideration should be given to evidence of scholarship reflected in the ability of the Member to have their research published or otherwise subjected to appropriate peer evaluation.
- 36.74 In preparation for a review, the Member will provide the supervisor with a summary of major achievements and goals met in the period since the last review, and a proposed list of new goals.
- 36.75 The supervisor will prepare a written review including successes and areas for development and potential growth. The review must also contain an overall assessment of the Member's performance over the review period, either satisfactory or unsatisfactory. The Member will receive a copy of the evaluation and will have the opportunity to add comments to it. In the Library, the evaluations will then be forwarded to the supervisor's supervisor and the Dean of Libraries, and in the Archives Department, the supervisor is the University Archivist.
- 36.76 When a Member's performance is assessed as unsatisfactory, they may appeal this assessment to the Librarian and Archivist Promotions Committee.
- 36.77 If the Member accepts the unsatisfactory assessment or if the Promotions Committee confirms it on appeal then, in the case of a Member whose prior review was satisfactory, the Library supervisor and the Dean of Libraries or the University Archivist as supervisor will, within one month, outline in writing:
- 36.77.1 the unsatisfactory aspects of performance;
  - 36.77.2 the expected standard of performance;
  - 36.77.3 the criteria by which that performance will be measured.
- 36.78 If the Member's performance has not reached a satisfactory level by the time of the next review, the Library supervisor will recommend to the Dean of Libraries, or the University Archivist as supervisor will decide, that the Member be placed on probation.
- 36.79 When a Member is placed on probation the following procedure will be followed:
- 36.79.1 The Supervisor will review with the Member their job requirements and responsibilities to ensure complete understanding of them.
  - 36.79.2 The areas of deficiency will be clearly spelled out in writing and the expected standard of performance, along with measurement criteria, fully explained.
  - 36.79.3 The Member will be officially put on notice that the expected standards are to be met by a deadline date which will be at least three months and no longer than six months from the date of the notice. This will be in writing with a copy to the appropriate University Executive Officer, and to the Dean of Libraries for Library employees.

- 36.79.4 Within one month of the expiration of the notice period, the Promotions Committee will assess accomplishment against objectives. The Member will be able to make a written submission to the Committee.
  - 36.79.5 Should the evaluated performance not meet the articulated standards, the Chair of the Promotions Committee will forward to the Dean of Libraries or University Archivist a recommendation that the Member's appointment be terminated, and the Dean or University Archivist will forward a recommendation to the appropriate University Executive Officer.
  - 36.79.6 The University Executive Officer will forward a recommendation to the President whose decision will be final.
- 36.80 The Member will have a right of response at each step of this process.
- 36.81 Termination notice will be three months or the equivalent salary in lieu.

#### Librarian and Archivist Promotions Committee

- 36.82 The Librarian and Archivist Promotions Committee (Promotions Committee) will comprise an Associate Dean or designate as Chair and five continuing Librarian/Archivist Faculty Members, as specified below. The Associate Dean is a non-voting member of the Committee.
- 36.83 Members are elected and will hold office for two years. All continuing Librarian and Archivist Faculty Members are eligible to vote.
- 36.84 Librarians or archivists on probationary appointments or whose case for promotion will be considered by the Promotions Committee are not eligible for membership on the Promotions Committee.
- 36.85 The five elected members of the Promotions Committee will normally be comprised of:
- 36.85.1 One Librarian or Archivist 2 (if there are Members in this rank)
  - 36.85.2 At least one and no more than two Librarian or Archivist 3
  - 36.85.3 At least one and no more than three Librarian or Archivist 4 (if there are Members in this rank)
  - 36.85.4 At least one and no more than two Division Heads
  - 36.85.5 At least one University Archives appointment
- 36.86 Full participation by all members of the Promotions Committee is essential given the gravity of the matters to be considered. Consequently, a Member who is on study leave, sick leave, long-term disability leave, parental leave, or other leave of absence is not normally eligible to serve on the Promotions Committee.
- 36.87 Persons chosen to serve on the committee should only carry out such duties after successfully completing a program of training, within the last five years, which covers the principles, objectives, best practices, rules, and institutional expectations with respect to equity, diversity, and inclusion. Training program draft material will be provided to the Association for consultation prior to use.
- 36.88 The supervisor of a candidate for promotion who is also a member of the Promotions Committee should absent themselves from all deliberations of that application for promotion.

- 36.89 A quorum for the Promotions Committee is four members including the Chair. Abstentions are not permitted. Tied votes will defeat a motion, which should always be phrased in the positive.

### Promotion

- 36.90 A continuing librarian or archivist may apply for promotion, using the criteria outlined in the [Responsibilities](#) and [Ranks](#) sections above.
- 36.91 An application for promotion must be submitted in writing to the Chair of the Librarian and Archivist Promotions Committee by February 1st, accompanied by a current curriculum vitae, and a summary of major achievements consistent with the criteria for promotion, and potential referee names if applicable.
- 36.92 If granted, the promotion would take place September 1st of the same year.
- 36.93 For promotion to Librarian or Archivist 3 or 4, the names of at least four referees will be included with the application. For promotion to Librarian or Archivist 2, no letters of reference are required, but a written assessment of the candidate's performance from their immediate supervisor will be required.
- 36.94 For promotion to Librarian or Archivist 3 or 4, the Promotions Committee will compile a list of at least four additional potential referees, and will provide the list to the Member.
- 36.95 The Member and the Promotions Committee will have the opportunity to comment on the other's list before requests for references are sent.
- 36.96 This list will be communicated to the librarian or archivist who may comment on their suitability. The librarian or archivist's comments will be taken into consideration, but the librarian or archivist has no power of veto.
- 36.97 The Promotions Committee will request written assessments of the candidate's performance from the immediate supervisor(s) and at least four other referees, at least half of whom must be from the Member's list.
- 36.98 There must be a minimum of four referee reports received before the case can be considered. At least two of the reports must be from referees who appear on the Faculty Member's list. At least two of the reports should normally be from referees from a department different from the Member's department (SFU Library or University Archives). For promotion to Librarian or Archivist 4, reports should be from referees of high academic or professional stature at "arm's length" from the Member, at least two of which should normally be external to the University.
- 36.99 If the Promotions Committee requires more information, it may request a written response from the candidate on specific questions. The candidate will have 14 calendar days to respond.

- 36.100 The Promotions Committee will submit its recommendation to the Dean or University Archivist by July 1st, copied to the Member (with any information which might identify the referees deleted). The candidate will have the opportunity to provide a response to the Dean or University Archivist within 14 days.
- 36.101 The Dean or University Archivist will make their recommendation and forward it to the appropriate University Executive Officer by August 1st, after considering the recommendation from the Promotions Committee and the comments, if any, of the librarian or archivist. A copy of the recommendation will be sent to the candidate (with any information which might identify the referees deleted).
- 36.102 The University Executive Officer will review the recommendations of the Promotions Committee and the Dean or University Archivist, and the comments, if any, of the librarian or archivist. The University Executive Officer's decision will be final.
- 36.103 A Member who has been unsuccessful in a promotion may reapply the following year.
- 36.104 Consideration for promotion is not mandatory and withdrawal can occur until the Dean or University Archivist forwards their recommendation to the University Executive Officer. Consideration for promotion will continue unless the Faculty Member provides written notice of withdrawal.

#### **Workload**

- 36.105 Librarian and Archivist Faculty Members are allocated an equitable proportion of the responsibilities of their units, including approved administrative and university service duties.
- 36.106 Librarians may engage in research activities. Research goals established during the annual review process will be considered part of workload, and a proportion of worktime will be allocated to fulfilling these research goals; the proportion of worktime allocated to research activities will depend on the responsibilities of the unit and must not affect the performance of assigned duties.
- 36.107 Members are responsible for fulfilling all assigned duties. When changes to assigned duties are to take place, the Member and Supervisor will review the Member's annual goals and make adjustments as necessary to ensure a reasonable and sustainable workload.
- 36.108 Where a Member and their supervisor cannot agree on what constitutes a reasonable workload, Members may request that an Associate Dean review the matter. The Associate Dean will consult with the Member and the supervisor and provide a written review and recommendation to the Dean, copied to the Member. For Members with University Archives appointments, the University Secretary will conduct the review.
- 36.109 The University Archivist, or Dean in consultation with the supervisor, will have final authority over workloads and assignments, in order to ensure that the unit meets its obligations.
- 36.110 It is the supervisor's responsibility to promote equity within units. Similarly, it is the Dean's responsibility to ensure fairness across units. The University Archivist is responsible for equity and fairness in the Archives.

## Elimination of Position

- 36.111 The University accepts that it has a responsibility to continuing employees with long service who have given good job performance and who would suffer a loss of employment as a result of re-organization or elimination of their positions.
- 36.112 Before any notice of termination due to position elimination is given to any Librarian/Archivist Faculty Member on a continuing appointment, various courses of action such as voluntary early retirement, job sharing, and reduction of hours will be explored with the Members.
- 36.113 A Member holding a continuing appointment whose position is discontinued will be advised in writing of the reasons for this action with a copy to the Association. Wherever possible, the decision to discontinue will be made on the basis of the lowest rank and the least length of service in that rank. As much notice as possible will be given, but in no circumstances will the period of notice be less than four months.
- 36.114 The University will assist a Member whose position is discontinued in a search for suitable alternative employment within the University. A Member who accepts alternative employment will be given the opportunity to retrain for their new duties and the University will pay any related fees.
- 36.115 A Member whose position is discontinued will automatically be a candidate for all librarian or archivist vacancies that occur during the notice period and for a further three years. The Member is responsible for keeping the University apprised of their current contact information.
- 36.116 No Member will be expected to take a reduction in salary as a result of being the successful applicant to a position in the bargaining unit in a lower salary range than they previously occupied. In such cases, the individual's salary will be frozen unless and until the position occupied has a salary range that is greater than the salary currently received by that individual.
- 36.117 If no suitable alternate employment within the University has been located by the end of the notice period then:
- 36.117.1 up to six hours of counselling by an external consultant will be offered at no expense to the Member;
  - 36.117.2 the Member will be terminated and receive severance pay equivalent to one month's salary and benefits for each complete year of service to a maximum of 12 months' salary, to be paid out in a mutually agreeable manner.
- 36.118 For the 12 months following termination:
- 36.118.1 the individual may elect to carry group medical, extended health, and dental coverage provided that all employer and employee portions of premiums are prepaid by the individual;
  - 36.118.2 if the individual is re-employed by the University in a continuing position, severance pay will cease and any balance will be due to the University and the Member will have their original vacation service date restored.



## Other Association Appointments

### Article 37: Practitioner Faculty

- 37.1 Practitioner Faculty is a category of academic appointment used for practitioners in professional fields in which the University offers academic programs and in which students will benefit from a professional perspective.
- 37.2 Practitioner Faculty may be associated with an external agency, independent practitioners, or solely associated with the University.
- 37.3 Practitioner Faculty may only be appointed where the University can demonstrate that other categories of academic appointment (tenure track or teaching) will not allow the academic unit to meet its needs and achieve its purposes.

#### Appointment

- 37.4 Advertising is not required for Practitioner Faculty appointments that arise through agency partnerships or as stipulated in Article 23.7: [Non-Advertised Positions](#).
- 37.5 Demonstrated support of the unit is required for all Practitioner Faculty with appointments of more than two years.
- 37.6 Practitioner Faculty may be appointed at the rank of Assistant Professor, Associate Professor, or Professor, based on an assessment of professional and academic achievement and experience.
- 37.7 The rank of Instructor applies to appointments where the faculty member is appointed prior to, but contingent on, the completion of the Ph.D. or equivalent. Otherwise, appointments of Practitioner Faculty at any other rank may not require a Ph.D.
- 37.8 Practitioner Faculty appointments will normally be at 50% or greater. Where the individual maintains a substantial professional practice or does not have significant University responsibilities, the appointment may be lower.

#### Continuing Academic Appointments

- 37.9 Continuing Practitioner Faculty appointments will be an appointment without term subject to Articles 37.32-37.37: [Elimination of Position](#).

#### Probationary Appointments and Review

- 37.10 For all continuing appointments, an initial probationary appointment will be made on terms consistent with Article [33.1](#).
- 37.11 Upon appointment, Practitioner Faculty will be provided with the unit's expected standard of performance and the criteria by which this performance will be measured.
- 37.12 The TPC will review a probationary member's performance during the biennial review cycle identified at the time of hire. If their performance has been satisfactory, the Chair will recommend to the Dean that the appointment be made a continuing appointment at the end of the probationary period and that one step award be given.

- 37.13 If a Probationary Practitioner Faculty Member has held an appointment for six months or more they will receive a one-step award without review on the September 1st following their appointment.
- 37.14 Probationary Practitioner Faculty who have been on medical leave or long-term disability or who have experienced other severely disruptive personal circumstances may request an extension of the probationary period as per the terms in Articles 30.14-30.18 ([Delay in Consideration](#)).

### Unsatisfactory Probationary Review

- 37.15 If the Probationary Practitioner Faculty Member receives an unsatisfactory review from the TPC, the Chair will outline in writing:
- 37.15.1 the unsatisfactory aspects of the performance in relation to the job responsibilities;
  - 37.15.2 the expected standard of performance;
  - 37.15.3 the criteria by which that performance will be measured.
- 37.16 The probationary period will be extended by 12 months to allow for a supplementary review during the TPC's next biennial review cycle. There will be no step award given in the year following an unsatisfactory review. The Probationary Practitioner Faculty Member may appeal this negative assessment to the Dean within 14 days of receipt of the Chair's recommendation.
- 37.17 If the supplementary review is negative, the Chair will recommend to the Dean that notice of termination of the probationary appointment be given. A Member whose probationary appointment is to be terminated is entitled to no less than four months' notice or pay in lieu of notice.

### Term Appointments

- 37.18 A Term Appointment may be made where there is need for the temporary employment of a Practitioner Faculty member and/or where only temporary or contingent funding is available. The term of appointment will be up to five years. Term appointments may be renewed for a further term of at least two years, but renewals beyond five years or successive appointments totaling more than five years (with no breaks in service of over four months) require approval of the Association.
- 37.19 Where a term appointment is below 50% of full time or more than 50% externally funded, approval of the Association as per Article [37.18](#) is not required, but the Association will be provided notice of the extension.
- 37.20 Where a Term Practitioner Faculty Member will have been employed in a term position of at least 50% for four years (subject to Article [37.19](#) above), the Department will, prior to the end of the fourth year, determine whether there is a continuing need for the position. If a continuing need is identified, a position will be created (subject to budgetary approval).
- 37.21 If a continuing need is not identified, or if budgetary approval for a continuing position is denied, the Department may not appoint any new Term Practitioner Faculty with the same substantive specialty for a period of two years.

- 37.22 If a continuing position is created, the Department will make a recommendation to the Dean as to whether the search should be non-advertised and targeted to the incumbent Member or open as per [Article 23: Continuing Academic Appointments](#). The search process will be initiated within six months.
- 37.23 If a contract is not renewed for any reason, the appointment will end. Such termination of appointment is not considered dismissal.

### Terms and Conditions of Appointment

- 37.24 Continuing Practitioner Faculty are eligible for Study Leave as per [Article 46: Study Leave for Bargaining Unit Members](#).
- 37.25 Practitioner Faculty will be subject to performance reviews in the same manner as all other faculty and will be eligible for merit and progress through the ranks. Merit awards will be pro-rated to the level of SFU appointment.
- 37.26 Continuing Practitioner Faculty are eligible for probationary review and promotion on the same schedule and the same terms as Teaching Faculty, though criteria will be adjusted to reflect the responsibilities and expectations of the appointment. TPCs may be augmented by the addition of a Practitioner Faculty Member as appropriate.

### Other Requirements

- 37.27 Appointment as Practitioner Faculty does not carry with it the prospect or promise of conversion to a tenure track appointment.
- 37.28 The total complement of Term Practitioner Faculty appointed will not normally exceed 5% of the University's total CFL complement or constitute more than 20% of any individual academic unit.
- 37.29 The University will provide an annual report in December to the Association summarizing the number of Practitioner Faculty appointments across academic units, including rank, term, and source of funding, as well as new Practitioner Faculty appointments made in the previous academic year.

### Voting Rights

- 37.30 Continuing Practitioner Faculty will be considered as faculty members with the rights and responsibilities conferred by the *University Act*. Continuing Practitioner Faculty Members are not eligible for tenure but may serve on a TPC as per [Article 37.26](#) above and may vote in any election of members to that committee and participate fully in Departmental, Faculty, and University activities.
- 37.31 Term Practitioner Faculty holding appointments of more than one year or who have two or more consecutive one-year appointments may participate in departmental, faculty, and university activities, except that they may not:
- 37.31.1 serve on a TPC;
  - 37.31.2 vote in any election of Members to the TPC;
  - 37.31.3 vote in demonstrated support votes.

## Elimination of Position

- 37.32 The University accepts that it has a responsibility to continuing employees with long service who have given good job performance and who would suffer a loss of employment as a result of departmental re-organization or elimination of their positions.
- 37.33 The Chair will advise a Continuing Practitioner Faculty Member whose position is discontinued of the reasons for this action in writing. As much notice as possible will be given, but in no circumstances will the period of notice be less than:
- 37.33.1 four months for a person with service of two years or less in a continuing position;
  - 37.33.2 eight months for a person with service of greater than two but less than five years in a continuing position;
  - 37.33.3 12 months for a person with five or more years of service in a continuing position.
- 37.34 The University will assist a Continuing Practitioner Faculty Member whose position is discontinued in a search for suitable alternative employment within the University.
- 37.35 No Continuing Practitioner Faculty Member will be expected to take a reduction in salary as a result of being the successful applicant to a position in the bargaining unit in a lower salary range than they previously occupied. In such cases, the individual's salary will be frozen unless and until the position occupied has a salary range that is greater than the salary currently received by that individual.
- 37.36 If no suitable alternate employment within the University has been located by the end of the notice period then the Continuing Practitioner Faculty Member will be terminated and receive severance pay equivalent to one month's salary and benefits for each complete year of service to a maximum of 12 months' salary, to be paid out in a mutually agreeable manner.
- 37.37 For 12 months following termination:
- 37.37.1 the individual may elect to carry group medical, extended health, and dental coverage provided that all employer and employee portions of premiums are prepaid by the individual;
  - 37.37.2 Continuing Appointments with 50% or more external monetary support may be Terminated in accordance with Article [40.4](#) (Grant Tenure).

## Article 38: Term Research Faculty

- 38.1 The typical faculty appointment is and will continue to be one that leads to tenure. A short-term need for staff to undertake specific teaching tasks will normally be met by term lecturer appointments.
- 38.2 Term research appointments may only be made where one or more of the following conditions are satisfied:
- 38.2.1 Where there is a need for the employment of a Research Faculty Member for a specific term only
  - 38.2.2 Where contingent or term specific funding has been made available
  - 38.2.3 A tenure track position is vacant on a temporary basis
  - 38.2.4 A term position is created to replace a regular faculty member on leave or for the partial replacement of a faculty member whose appointment has been modified from full-time to part-time on a temporary basis
- 38.3 The initial term of a term research faculty appointment will not exceed three years or the funded term where this does not exceed five years, whichever is longer. A term appointment may be renewed but the cumulative term of the appointment will normally not exceed a term of five years. Renewals beyond five years may be made only in exceptional circumstances, and require the agreement of the Member and the Association.
- 38.4 Term appointments will end on the date specified in the appointment letter and no notice will be required. Such termination of appointment is not considered dismissal.

### Terms and Conditions of Appointment

- 38.5 Term Research Faculty will be subject to a formal performance review in the second and fourth years of the appointment or accumulated appointment.
- 38.6 A Term Research Faculty Member with an appointment of one year or longer will have research semesters on the same basis as other tenure track faculty.
- 38.7 A Term Research Faculty Member will be responsible to the Department Chair or Dean for assigned duties.
- 38.8 A Term Research Faculty appointment does not carry with it the prospect or promise of conversion to a tenure track appointment. A person holding a Term Research Faculty appointment may apply for a vacant tenure track position for which they are qualified and be considered in the same manner as other qualified applicants.
- 38.9 In the event that an individual holding a term appointment is the successful candidate in a competition for a tenure track position, the years spent in a term appointment contiguous with the tenure track appointment will count towards tenure and study leave eligibility as provided for in those Articles.

## Voting Rights

38.10 Term Research Faculty holding appointments of more than one year or who have two or more consecutive one-year appointments may participate in departmental, faculty, and university activities, except that they may not:

38.10.1 serve on a TPC;

38.10.2 vote in any election of members to the TPC;

38.10.3 vote in demonstrated support votes.

38.11 Term Research Faculty holding appointments of one year or less have the same restrictions noted above for appointments of more than one year, but they may participate in other service activities at the initiative of the Department, Faculty or University.

## Salary and Benefits for Term Research Faculty

38.12 Salaries for term faculty will be established consistent with those for tenure track appointments.

38.13 Term faculty with appointments of one year or less will receive no step awards. If reappointed, they will receive one step award at the start of the second year.

38.14 Term faculty with appointments of two years or more or who have more than two consecutive one-year appointments will undergo biennial review in the same manner as tenure track appointments.

## Article 39: Overload Teaching Contracts

39.1 A faculty member who is assigned teaching responsibilities above their required teaching load for which a stipend will be paid, will be given an Overload Teaching Contract (OTC). When a faculty member is recommended to teach in a department that is not their own department, the approval of their own Department Chair is required.

39.2 Normally a faculty member who has a teaching release(s) will not be given an OTC at the same time.

39.3 Normally a full-time faculty member will have no more than one OTC at a time.

39.4 There are two categories of OTC:

39.4.1 Those appointed as OTC 1 will be assigned tutorial and/or laboratory instruction.

39.4.2 Those appointed as OTC 2 will be assigned the overall preparation and presentation of an academic course given by a department or program and in addition may be assigned tutorial and/or laboratory instruction.

39.5 No OTC appointment will be made if there is an eligible and qualified graduate student available for appointment as a Graduate Teaching Assistant (G.T.A.).

- 39.6 A person appointed as an OTC 1 will be responsible to the person in charge of the course to which they are assigned for tutorial or laboratory instruction. In determining an OTC 1's workload, one weekly tutorial hour (and related duties) will normally be considered equivalent to either two weekly laboratory hours (and related duties) or three weekly open laboratory hours (and related duties).
- 39.7 A person appointed as an OTC 2 will be responsible to the Department Chair for their assigned teaching duties. Teaching assignments will be set out in the letter of appointment.
- 39.8 Appointment to an OTC does not, by virtue of that appointment, give rights to be part of departmental committees, except with the permission of, or on the request of, the appropriate Chair and Dean.
- 39.9 An OTC appointment will normally be for one semester but may be for as long as 12 months. OTC appointments are contingent upon sufficient enrolment in the courses to which the appointee is assigned.
- 39.10 Where the term of the employment is for 12 months, the appointee may terminate their OTC appointment earlier than its scheduled termination date by giving the University at least one semester's notice of their intention to terminate.
- 39.11 Any OTC appointment may be terminated by the University on one month's notice for financial reasons.
- 39.12 A faculty member does not earn credit toward research semesters or study leave by virtue of an OTC appointment.
- 39.13 For an OTC, an appointee will receive one base unit for each weekly contact hour or equivalent, plus one base unit for preparation in each different course.
- 39.14 One OTC 2 base unit is 0.05 of the faculty salary base. One OTC 1 base unit is 3/4 of an OTC 2 base unit.

## Article 40: Grant Tenure

- 40.1 A Grant Tenure Track/Grant Tenured appointment refers to an academic appointment without term where funds to support 50% or more of the salary for the appointment come from an external source.
- 40.2 Grant tenure appointments may be terminated by the University only:
- 40.2.1 if external funds are no longer available to pay the proportion of the faculty member's salary that was anticipated at appointment and in accordance with Article [40.4](#), below;
  - 40.2.2 in any way in which a tenured appointment or an appointment with eligibility for tenure could be terminated.

- 40.3 Any Member appointed with a Grant Tenure Track/Grant Tenured appointment will be subject to the same terms and conditions of this Agreement as apply to Members appointed with tenure or eligibility for tenure except as provided in this section. All provisions relating to the appointment, evaluation, tenure, or promotion of tenured faculty with eligibility for tenure apply to the appointment, evaluation, grant-tenure, or promotion of Grant Tenure Track/Grant Tenured appointments, with the necessary amendments.
- 40.4 Where the external funds paying the salary of the Member appointed with a Grant Tenure Track/Grant Tenured appointment can no longer fund that portion of the salary obligation to the faculty member that was anticipated at appointment (50% or more of the faculty member's salary), the following provisions will apply:
- 40.4.1 The Member will be notified by the University of the date of termination as soon as the University receives notice that the funding will not be renewed and in no case less than one year before the date of termination.
- 40.4.2 The University will inform the Member of the provisions related to alternate funding and explore any options for a part-time appointment.
- 40.4.3 If the Member secures alternate funding to provide a total salary at no less than 80% of the position prior to the funding-termination date, the appointment will continue at the appropriate level.
- 40.4.3.1 Where a Member fails to secure alternate funding, they may:
- 40.4.3.1.1 with the agreement of the University, arrange to continue in a part-time appointment commensurate with the level of university funding; or
- 40.4.3.1.2 receive severance pay equivalent to one month's salary and benefits for each complete year of service to a maximum of 12 months' salary, to be paid out in a mutually agreeable manner.
- 40.5 Grant Tenure Faculty may not constitute more than 20% of Members in any faculty or 5% university-wide.

## Article 41: Post Retirement Appointments

### Appointments

- 41.1 A retired Member may be offered a full- or part-time post retirement appointment pursuant to this Article.
- 41.2 Annually the University will provide the Association a list of all post retirement contracts specifying the duties, the compensation, and the assigned teaching duties.
- 41.3 The Chair will recommend post retirement appointments to the Dean for approval. Appointments of two semesters or longer require the approval of the relevant appointments committee.



## Compensation and Benefits

- 41.4 Compensation for full-time appointments requiring the full range of duties (for example teaching, research and service for Research Faculty) will be at the Member's pre-retirement salary (or, if part-time, pro-rated according to commitment), plus applicable increases since last appointment. These appointments would be made only in exceptional circumstances.
- 41.5 For appointments requiring less than the full range of duties:
- 41.5.1 Compensation for teaching will be according to the schedule for [Article 39: Overload Teaching Contracts](#).
  - 41.5.2 Compensation for research and/or service duties will be based on the pre-retirement salary and the percentage of pre-retirement duties being performed.
  - 41.5.3 Compensation for part-time appointments will be pro-rated according to commitment.
- 41.6 Retired Research Faculty will receive an accountable research advance where their contracts require them to fulfill teaching duties, and do not require them to fulfill research duties. For full-time teaching, the accountable research advance will be \$2,000 per annum; the advance will be pro-rated for a reduced teaching load.
- 41.7 Members with post retirement appointments will not be eligible for study leave or professional development expense reimbursement.
- 41.8 Members with post retirement appointments will be eligible for benefits as per University policy A 12.10 until otherwise agreed by the Parties.

## Terms of Appointment

- 41.9 Appointments will normally be for a term of one year, and may not exceed three years.
- 41.10 Appointments will end on the date specified in the appointment letter and no further notice is required. Appointments may be renewed.
- 41.11 Members with post retirement appointments will not be eligible to stand for election for Tenure and Promotion committees, the Faculty College, the Senate, or the Board of Governors.
- 41.12 Members with a post retirement appointment will not be eligible to apply for renewal, tenure, and promotion, and are not eligible for salary review or increments.
- 41.13 Members in a post retirement appointment will be responsible to the Department Chair or equivalent for assigned duties.

## Salaries and Economic Benefits

### Article 42: Salary

#### Transitional Provisions

##### **General Wage Increases**

42.1 General Wage Increases (GWI) distributed on the following schedule:

- 2% on July 1, 2020
- 2% on January 1, 2021
- 2% on July 1, 2021

Existing salary scales will be adjusted for all increases.

42.2 Increases will be applied to all components of salary that contribute to Total Salary Mass (Article [42.20](#)).

##### **Pension**

42.3 The parties have signed a letter of agreement regarding changes to the pension benefits available to Association Members, which is appended to this Agreement as Letter of Agreement 3: Pension.

##### **Salaries**

42.4 Any changes to salary scales will normally take place on July 1st annually, unless otherwise negotiated. Any step increases will take effect on September 1st.

42.5 Initial salary placement will be commensurate with academic achievement and previous relevant and related experience. In no case will initial salary be lower than the minimum provided for in the appropriate rank.

42.6 These scales also apply to non-continuing positions.

42.7 Part-time appointments will have salaries pro-rated according to the extent of the appointment.

42.8 The University will not adjust the salary of any Member of the bargaining unit except as provided for in this Agreement. Adjustment to salaries and scales will take place through collective bargaining between the Association and the University.

##### **Salary Scales**

42.9 Salary floors, breakpoints, and ceilings (by rank) are as set out in the scales in Appendices A-C, Salary Scales.

42.10 Except as provided for below, minimum salaries, breakpoints, and ceilings will be adjusted on July 1st for any GWI that took place in the previous year.

42.11 Normally, new Members will be appointed at minimum salaries plus the amount of one Regular Step Award (RSA) for each year of relevant and related experience after the award of the Ph.D. (or alternate highest degree requirement). For 2017 and prior (i.e. before the introduction of this step system), an RSA will be deemed to be \$2500.

42.12 New Members may receive a market differential when hired as outlined in Market Differentials.

### **Step Awards**

42.13 Step awards are assigned upon promotion to a new rank and through the biennial review process.

42.14 Step awards are assigned as outlined in [Article 33: Biennial Reviews and Step Awards \(Research and Teaching Faculty\)](#).

42.15 Progress through the ranks (PTR) should adhere to the following principles:

42.15.1 With the exception of Librarians/Archivists, Members will receive differentiated increases (i.e. there will be a merit component).

42.15.2 Increases early in a rank should be a larger proportion of salary than increases later in a rank.

### **Definitions**

42.16 First year promotion awards pool (FYPAP):

42.16.1 Upon promotion, a Member will be assigned a step award.

42.16.2 A step on promotion will be assigned a value of 1/32 of the floor of the Assistant Professor, Lecturer, or Librarian/Archivist 2 scale, as appropriate. Normally, the step award on promotion for all Members except Librarians/Archivists will be up to 2.5 steps except where the increment on promotion includes an additional component that takes into account the criteria in Articles [32.23](#) and [32.24](#). Librarians and Archivists will receive 1.5 steps on promotion.

42.16.3 The Member will also be assigned a step award for the second year following promotion, except for Librarians/Archivists who will receive their usual 1.5-step award in the second year.

42.16.4 If nominal salary after promotion awards are applied remains below the floor of the new rank, nominal salary will be increased to the floor.

42.16.5 Where a Member promoted to a terminal rank whose nominal salary remains beneath the floor after application of promotion awards also holds a Market Differential, the value of the Market Differential will be decreased by the amount necessary to bring nominal salary to the floor of the new rank. Where the value of the Market Differential is insufficient to reach the new floor, nominal salary will be raised to the floor and the Market Differential eliminated.

42.16.6 The FYPAP is the sum of the first year promotion awards over all Members who are promoted on September 1st.

42.17 Nominal salary: The annual salary of a Member without reductions for study leave, parental, and other leaves and not including any supplements (e.g. retention awards and market differentials) or administrative stipends.

42.18 Progress through the ranks pool (PTRP): The total amount available for distribution through Progress through the Ranks awards.

- 42.19 Step award pool (SAP): The total amount available on September 1st for distribution to Members via step awards.
- 42.20 Total Salary Mass (TSM): The total of the following salary components for all continuing Members and those on term appointments of two years or longer:
- 42.20.1 Nominal (base) salary
  - 42.20.2 Market or salary differentials
  - 42.20.3 Total Salary Mass does not include the following:
    - 42.20.3.1 Other forms of additional pay (e.g. CRC stipends, administrative stipends, retention awards, University Professor stipend, Burnaby Mountain Endowed Stipend, Faculty Teaching Fellow stipend, etc.)
    - 42.20.3.2 Faculty who do not otherwise participate in the biennial salary review (e.g. 100% LTD, secondment to senior administrative roles)
- 42.21 Assigned Step Award (ASA): In each biennial review, a Member is recommended for a step award in each of two years, as outlined in [Article 33: Biennial Reviews and Step Awards \(Research and Teaching Faculty\)](#). In the case of promotion, the Member is assigned a step award for the second year following promotion.
- 42.21.1 In the case of Librarian/Archivist Members, the ASA for eligible Members is 1.5. Librarian/Archivist Members with less than six months service, or those with an unsatisfactory annual performance review, or those receiving a first year promotion award are ineligible.
  - 42.21.2 To compute the value of a step award:
    - 42.21.2.1 Compute the total salary mass (TSM) on September 2nd of the prior year. Increase by the amount of any GWI that will take place prior to September 1st of the current year.
    - 42.21.2.2 The Progress Through the Ranks Pool (PTRP) is 2.5% of 42.21.2.1.
    - 42.21.2.3 The First Year Promotion Award Pool (FYPAP) is the monetary value of the total steps awarded upon promotion.
    - 42.21.2.4 The Step Award Pool (SAP) is the amount in 42.21.2.2 less 42.21.2.3.
    - 42.21.2.5 Compute the total step equivalents (TSE) as the sum of the following for Members who are not in the first year of promotion:
      - 42.21.2.5.1 Members whose nominal salary is at or below the breakpoint of the rank contribute 1 x ASA to the TSE.
      - 42.21.2.5.2 Members whose nominal salary is above breakpoints but less than the ceiling of the rank contribute 1 x ASA x 0.6 to the TSE.
      - 42.21.2.5.3 Members at ceilings of non-terminal ranks contribute 0 x ASA to the TSE.

- 42.21.2.5.4 Members at or above the ceilings of terminal ranks who receive a step award of 1.0 contribute  $1.0 \times 0.6$  to the TSE.
- 42.21.2.5.5 Members at or above ceilings of terminal ranks who receive 1.5-step award contribute  $1.5 \times 0.6$  to the TSE.
- 42.21.2.5.6 Members at or above ceilings of terminal ranks who receive 2.0-step award contribute  $2 \times 0.6$  to the TSE.
- 42.21.2.5.7 Members at or above ceilings of terminal ranks who receive 2.5-step award contribute  $2.5 \times 0.6$  to the TSE.
- 42.21.2.6 Regular Step amount (RSA) is computed as  $SAP / TSE$ . Modified-step amount (MSA) is  $0.6 \times RSA$ .
- 42.21.3 The PTRP will be allocated to Members' nominal salary as follows:
  - 42.21.3.1 Members in the first year of a promotion receive their First Year Promotion Award.
  - 42.21.3.2 Members whose nominal salary is at or below the breakpoint of a rank will have their nominal salary increased by their step award  $\times$  RSA.
  - 42.21.3.3 Members whose nominal salary is above the breakpoint but below the ceiling of their rank will have their nominal salary increased by the step award  $\times$  MSA.
  - 42.21.3.4 If the new nominal salary is above the ceiling of a non-terminal rank, the nominal salary will be set to the ceiling. Members at non-terminal ranks whose nominal salary is at the ceiling of their rank have no change to their nominal salary.
  - 42.21.3.5 In the case of Members at terminal ranks who received a step award of 1.0 or higher, the nominal salary will be increased by the step award  $\times$  MSA and may pierce the ceiling.
  - 42.21.3.6 Members whose nominal salary is at the ceilings of terminal ranks who received less than a 1.0 step award have no change to their nominal salary.

### **Salary Anomalies**

- 42.22 Consideration of salary anomalies may occur at any time, but Members are not permitted to apply more than once in any five-year period.
- 42.23 To initiate a salary anomaly consideration, a request, in the form of a memo, should be sent to the Chair outlining the reasons that a Member believes their salary is anomalous.
- 42.24 Salary anomaly considerations may also be initiated by the Department Chair or the Dean. If the request is initiated by the Department Chair, the Member should have the opportunity to comment on the request. If the request is initiated by the Dean, the Chair (or TPC Chair in a non-departmentalized faculty), and the Member should have the opportunity to comment on the request. In order to address anomalies, extra steps may be awarded (anomaly steps). The Chair and the Dean should include any recommendations they may have for addressing the anomaly.

- 42.25 The submissions should be forwarded to the Vice-President, Academic who will consider the request and who will make a recommendation to the President.

### **Market Differentials**

- 42.26 The University may, between July 1, 2019 and the expiry of this Agreement, expend for new Members an amount equivalent to no more than 14% of the total salary of new hires per calendar year, averaged over the term of the collective agreement, to supplement salaries with market differentials.
- 42.27 Parameters for market differentials are to be established by Faculty Deans annually in each unit on the basis of department, discipline, or sub-discipline following consultation with the units. Deans will take these parameters into account when establishing salaries for new appointments. Deans are responsible for ensuring equity across the unit.
- 42.28 A Market Differential Review Committee (the Committee), appointed by and advisory to the Vice-President, Academic, will be charged with assessing specific existing and proposed market differential parameters established by different units applicable to hiring in the various disciplines and sub-disciplines of the University on a biennial basis. The Committee will be composed of two members appointed from among the Deans and Chairs and two Members appointed from the faculty. The Vice-President, Academic will appoint the four members after consultation with the Association. Normally, appointments will be made for two-year terms. The terms of the initial appointees will be staggered to provide continuity.
- 42.29 Before the Faculty Renewal Report is submitted to the Board of Governors each year, the Committee will conduct a review of relevant market conditions and will make recommendations to the Vice-President, Academic if, in the light of its findings, the Committee believes that changes in existing market differentials used in hiring are warranted.
- 42.30 Any market differential that is to be paid will be stated in the letter of appointment. A market differential will be expressed in terms of dollars and is subject to the across-the-board salary scale increases. A faculty member who has a salary with a market differential will receive step awards as appropriate to the salary without the market differential.
- 42.31 By April 15th of each year the University will provide the Association with a summary of the previous calendar year's Market Differential awards.

### **Retention Awards**

- 42.32 The University may, between July 1, 2019 and the expiry of this Agreement, expend an amount equivalent to no more than 0.5% of total salary mass, calculated as of the previous September, per calendar year for new or renewed retention awards, averaged over the term of the collective agreement.
- 42.33 Retention awards will not form part of the base salary of the Member.
- 42.34 Retention awards are intended to minimize the loss of key bargaining unit Members to other universities or to other employment in the private and public sector, and to retain Members whose contributions to the University are relatively undervalued as a result of salary compression and/or salary inversion.

*Procedures for Determination of and Implementation of Retention Awards*

- 42.35 A Member may apply or be nominated by their Chair for a retention award if they meet at least two of the following criteria:
- 42.35.1 They have a record of outstanding achievement, as documented in their promotion and salary review history and/or other documentation, in at least one of the following areas: research, teaching, or service/leadership.
  - 42.35.2 The Member plays an integral role in the department and/or the faculty or university as a whole and is central to the unit's ability to realize its strategic vision/academic plan.
  - 42.35.3 The Member has achieved a high profile within their area of expertise and is likely to be recruited by another university or employer. This risk may be exacerbated by a shortage of qualified candidates in certain areas.
- 42.36 The application/nomination will be considered by the TPC and a recommendation by the Chair will then be forwarded to the Dean, with a copy to the Member.
- 42.37 The Dean will review the department's recommendation and any response from the Member and forward it and their own recommendation (copied to the Member) to the Vice-President, Academic.
- 42.38 A copy of the Vice-President, Academic's decision, with reasons, will be sent to the Member and copied to the Dean and the Chair.
- 42.39 If a Member who applies for or is nominated for a retention award is unsuccessful, they cannot reapply until at least a full year from the date of the final decision has elapsed. A Member who receives a retention award is ineligible to seek an adjustment to that award.
- 42.40 A retention award will take the form of a salary supplement for a three to five year period.
- 42.41 A Member with a retention award will receive step awards as appropriate to the salary without the retention award.
- 42.42 A Member may hold no more than one retention award at any time.
- 42.43 A Member may reapply or be re-nominated for a retention award during the last year that they hold such an award.
- 42.44 Subsequent awards may be established at a level different than any initial award.
- 42.45 The Vice-President, Academic is responsible for ensuring equitable distribution of retention funds across the faculties.
- 42.46 An annual report on the allocation of the previous year's retention awards will be provided to the Association by April 15th of each year.

**Awards for Chairs, Fellows, and Professorships**

- 42.47 In exceptional cases, Members may be nominated for Chairs (including Canada Research Chairs and other special Chairs), Fellowships, or Professorships. Such awards may include salary supplements and/or research support.
- 42.48 The Vice-President, Academic will review nominations for these positions and will make recommendations to the President regarding appointment.

- 42.49 Upon appointment, the Vice-President, Academic will notify the Association of the appointment, setting out the term of the appointment and any salary supplement or research support provided.
- 42.50 The salary supplement and/or research grants provided will end upon conclusion of the appointment as University Chair/Fellow/Professorship at which time the Member's salary will revert to the academic salary level without the supplement.
- 42.51 The appointment as University Chair/Fellow will not continue when the Member leaves their academic position at Simon Fraser University.

## Article 43: Economic Benefits

### General

- 43.1 Participation in all benefit plans (except Accidental Death and/or Dismemberment Insurance, Basic Life Insurance, Long-term Disability, Pension and Travel Accident Insurance) requires the employee to make application to Human Resources.

### Definitions

- 43.2 “Dependent” means any unmarried child under 21 years of age who is living with and is financially dependent on the employee or spouse; any unmarried child under 25 years of age in full-time attendance at a recognized educational institution; any unmarried handicapped child of any age who is living with and is financially dependent on the employee and/or spouse and is incapable of self-sustaining employment. Child means a person born to the employee or spouse or a stepchild, legally adopted child, or legal ward, but not a foster child.
- 43.3 “Faculty” means full-time and part-time employees in the following categories, including professional practice appointments: Laboratory Instructors, Instructors, Assistant Professors, Associate Professors, Professors, Lecturers, Senior Lecturers, University Lecturers, Librarians, and Archivists.
- 43.4 “Long-term” means full-time and part-time employees in the following categories, including professional practice appointments: Instructors, Assistant Professors, Associate Professors, Professors, Laboratory Instructors, Lecturers, Senior Lecturers, University Lecturers, Librarians, and Archivists on continuing or probationary appointments; Limited Term Faculty, Librarians, Archivists, and Laboratory Instructors who have an appointment of more than one year.
- 43.5 “Post Retirement Contract Employees” means Association Members on post retirement contracts.
- 43.6 “Recurring Limited Term” (RLT) means full-time and part-time employees who have held Association bargaining unit appointments totaling at least one year over a four-year period. RLT status will be maintained during any subsequent appointment, except if more than four years have elapsed since the end of the last appointment. For one year after the end of an appointment, RLT employees will be eligible to maintain their membership in



medical, extended health and dental plans at their own expense. Appropriate prepayment arrangements will need to be made prior to the end of their employment.

- 43.7 “Retirees” means former Members of the Association who have retired.
- 43.8 Short-Term means full-time and part-time employees in the following categories: Limited Term Faculty, Librarians, and Laboratory Instructors, any of whom are on appointment of one year or less. In the event that an employee originally appointed for a term of one year or less in any of the above categories is reappointed so that the total length of continuous appointment is more than one year, the employee will start receiving the benefits as though they were a long-term employee when they have completed one year's service, but this will not be retroactive to the initial year of service.
- 43.9 “Spouse” means either an employee's legally married spouse or a person with whom the employee has co-habited for 12 months in a common-law relationship and who is known in the community as the employee's spouse or partner.

### Medical

- 43.10 Employees who are not immediately eligible to participate in the Medical Services Plan (MSP) and require coverage may obtain private medical and hospital insurance and the costs of the premiums will be paid according to the arrangements detailed in Articles [43.11](#) and [43.12](#).
- 43.11 Long-term and Recurring Limited Term employees: Employer pays 40% of the current premium rate for employee and dependents (private equivalent to MSP).
- 43.12 Short-term employees: The University and employee share the premium for employee and dependents (private equivalent to MSP) 50:50.

### Extended Health Benefits

- 43.13 All employees are entitled to participate in the Extended Health Benefits plan after the required waiting period.
- 43.14 Long-term and Recurring Limited Term employees: The University pays 100% of the premium for employee and dependents.
- 43.15 Short-term employees: The University and employee share the premium for employee and dependent 50:50.
- 43.16 Retirees with 10 years' service hired prior to September 1, 2001 pay 50% of the premium. All other retirees pay 100% of the premium.

### Dental Plan

- 43.17 After the required three month waiting period, employees and dependents are entitled to participate in the dental plan which provides coverage for the following services:
- Plan A: Basic diagnostic, preventative, and restorative services  
Plan B: Crown and bridge procedures and prosthetic appliances  
Plan C: Orthodontia

- 43.18 Reimbursement for Plan A is 90% and for Plan B is 70% according to the BC College of Dental Surgeons Schedule of Fee Allowances. Reimbursement for Plan C is 85% with a life-time maximum of \$5,000 per Member or dependent.
- 43.19 Long-term and Recurring Limited Term employees: The University pays 100% of the premium for employees and dependents.
- 43.20 Short-term employees are not eligible for dental benefits.
- 43.21 Retirees with 10 years' service hired prior to September 1, 2001 pay 50% of the premium. All other individuals pay 100% of the premium.
- 43.22 Reimbursement for eligible retirees is as follows: Plan A is 70%, Plan B is 50% and Plan C is 0%, according to the BC College of Dental Surgeons Schedule of Fee Allowances.
- 43.23 Spouses who are both employed by the University are entitled to independent coverage.

#### **Basic Life Insurance and Optional Life Insurance**

- 43.24 The University provides life insurance at two times the annual salary (rounded to the next highest thousand) for long-term employees until their normal retirement date. Thereafter, the University provides life insurance at the annual salary rate (rounded to the next highest thousand).
- 43.25 Long-term employees are eligible for additional optional life insurance in units of \$25,000 up to \$400,000 for themselves. Prior to their normal retirement date, they are also eligible for additional optional life insurance in units of \$25,000 up to \$240,000 for their spouses. Proof of insurability is required for optional life insurance amounts between \$25,000 and \$400,000.
- 43.26 Long-term and Recurring Limited Term employees: The University pays 100% of the premium for basic life insurance. The employee pays 100% of the premium for optional life insurance.
- 43.27 Short-term employees: This plan is not available to these employees.
- 43.28 The University will notify the designated beneficiaries/trustees of deceased Members that, on request, the University will arrange, as quickly as possible, for a partial prepayment of \$15,000 of the Group Life Insurance benefits due. The \$15,000 figure will be subject to biennial review.

#### **Business Travel, Accidental Death, and Dismemberment**

- 43.29 All employees are covered by this insurance for the duration of their employment. The University pays 100% of the premium.
- 43.30 Business-related travel coverage during teaching and research semesters with a principal payment of \$150,000 in the event of death, and smaller sums in the event of dismemberment.

## Employee and Family Assistance Plan

- 43.31 The Employee and Family Assistance Plan provides confidential, professional assistance to help faculty and staff, and their spouses and dependents, resolve problems that affect their personal lives or work performance. Participation in the program is voluntary, although it may be recommended when work performance problems exist.
- 43.32 The cost of the initial problem assessment, referral, and follow-up treatment to a maximum of 12 visits annually per family is covered by the Employee and Family Assistance Plan. If further counseling is necessary, the client is responsible for the costs. Regular health insurance and/or other benefits may be applicable. If services that are not covered by insurance are necessary, the program counselor will endeavor to help minimize the costs by making referrals to the most appropriate agency. Normal procedures or leave policies apply to faculty or staff attending appointments. Sick leave may apply for residential treatment.

## Vacation

- 43.33 Please refer to [Article 45: Vacation](#).

## Pension

- 43.34 The parties have signed a letter of agreement regarding changes to the pension benefits available to Association Members, which is appended to this Agreement as [Letter of Agreement 3: Pension](#).

## Tuition Waiver

- 43.35 Full-time or part-time Long-term employees or Recurring Limited Term employees, their spouses, and children under 25 years of age will be exempt from the payment of tuition fees for any academic courses taken at Simon Fraser University.
- 43.36 Exemption from tuition fees does not imply exemption from any other fees which students may be required to pay, nor from any other requirements students are expected to fulfill.
- 43.37 The eligibility of a Member's spouse or child for admission to any academic course or program at Simon Fraser University is not affected in any way by the provisions of this exemption.
- 43.38 The tuition fee exemption will be prorated for the spouse and children of any employee whose appointment is less than full-time.
- 43.39 Subject to the limitations contained in this Article, an employee's spouse and children will retain their eligibility for tuition fee exemption in the event of the employee's death.
- 43.40 Applications for tuition exemption pursuant to this Article will be made in accordance with procedures developed and amended from time to time by the University.
- 43.41 If the eligibility for this benefit is terminated during an academic semester in which a beneficiary is enrolled as a student at the University, the benefit will be deemed to expire at the end of that semester.

## Tuition Reimbursement

- 43.42 Long-term and Recurring Limited Term employees are eligible during their appointment for 100% reimbursement of the tuition fees for completed job-related, non-credit Simon Fraser University courses or job-related courses taken elsewhere. Prior approval of the Dean on advice of the Chair is required.
- 43.43 Short-term employees are not entitled to tuition reimbursement.

## Professional Development Reimbursement

- 43.44 Faculty members are required to pursue professional development activities in order to remain at the forefront of their respective disciplines. These activities may vary by discipline but may include the purchase of books, periodicals, and subscriptions; memberships in learned societies and professional organizations; the purchase of equipment and intangibles associated therewith; travel expenses for study leave, conferences, or other related activities; and other expenses related to teaching, scholarship, and/or related academic activities.
- 43.45 Employees will be reimbursed for eligible professional development expenses which relate solely to those activities which enhance an individual's performance, ability, or effectiveness in their employment at the University.

## Eligibility

- 43.46 Long-term full-time Members who are employed at the University during the 12 month period January 1st to the following December are eligible for reimbursement of accountable professional development expenses of \$1910 per year.
- 43.47 Recurring Limited Term Members and Long-term Members with part-time appointments who are employed at the University during the 12 month period January 1st to the following December are eligible for reimbursement of accountable professional development expenses on a prorated basis.
- 43.48 Members on leave of absence without pay or long-term disability for an entire calendar year are not eligible for reimbursement of professional development expenses.
- 43.49 Members may submit a claim for reimbursement of professional development expenses once per year for expenses incurred in the current and immediately preceding calendar year. If a Member's expenses exceed the balance of their professional development account in any given calendar year, the excess portion of expenses may be resubmitted by the Member for reimbursement at the end of the subsequent calendar year. Members who retire, resign, or are otherwise terminated, may submit a claim for reimbursement of professional development expenses in the last month of their appointment.
- 43.50 Any unused balance in a Member's professional development entitlement account at the end of each calendar year will be carried forward into a subsequent calendar year. A maximum of four years' entitlement may be accumulated in this manner.
- 43.51 Members may be reimbursed for their professional development expenses only. Expenses of other individuals are not eligible for reimbursement.
- 43.52 Any unused balance in a Member's professional development entitlement account at the end of a particular calendar year may not be paid to the Member as salary.

- 43.53 No claim may be submitted, regardless of the date at which the expense was incurred, after the Member has resigned, retired, or otherwise been terminated from the University.
- 43.54 Any unused balance in a Member's professional development entitlement account at the time of the Member's retirement, resignation, or termination as an employee of the University will revert to the University's general operating budget.

### **Prorating Schedule**

- 43.55 For part-time Members, the entitlement will be prorated according to the employment status.
- 43.56 For Recurring Limited Term Members, the entitlement is prorated based on the proportion of the appointment during the calendar year.

### **Eligible Expenses**

- 43.57 Expenses incurred by the Member on their own behalf for professional development purposes are eligible to be reimbursed upon the presentation of receipts and the approval of the Director, Faculty Relations. Such expenses include but are not limited to the following:
- 43.57.1 Travel and associated expenses related to meetings, conferences, study leave, or other similar professional activities
  - 43.57.2 Registration fees and other expenses for meetings of learned societies, other professional organizations, workshops, seminars, and similar activities
  - 43.57.3 Membership fees in learned societies and professional organizations
  - 43.57.4 Fees and subscriptions for scholarly journals and books
  - 43.57.5 Expenses directly associated with teaching responsibilities or current active research or professional programs which includes equipment such as computer hardware and software
- 43.58 As non-taxable benefits, all goods purchased through the Professional Development Expense Account remain the property of the University. After three calendar years from the date of purchase, the Member has the option of purchasing these items from the University at fair market value. If the Member retires, resigns, or is terminated as an employee of the University prior to the expiration of this three-year period, the Member will have the option of purchasing these items from the University at fair market value as at the date of such retirement or termination of employment.
- 43.59 The Professional Development Reimbursement is subject to Canada Revenue Agency approval.

### **Gym Membership**

- 43.60 All Members and retired Members are entitled to a free gym membership allowing access to various Simon Fraser University facilities during recreational hours.

## Relocation Expenses

43.61 At the time of appointment the University will assist new employees with the cost of relocation of domicile or travel to the Greater Vancouver Area (unless the faculty member's domicile is already within 50 kilometers of Simon Fraser University). The reimbursement schedule will be maintained by Faculty Relations and will be updated annually.

## Benefits Past Normal Retirement Date

43.62 The following benefits will be altered or suspended for Members working beyond their normal retirement date:

43.62.1 Accidental Death and Dismemberment coverage is discontinued.

43.62.2 Basic Life Insurance is reduced to 1x normal annual salary.

43.62.3 Long-term Disability is discontinued. A Member who is unable to return to work following the exhaustion of his or her sick leave may elect to retire or may remain on unpaid leave of absence for a maximum of 24 months.

43.62.4 Optional Life Insurance may be continued until the age of 70.

43.62.5 Pension contributions will be discontinued when an employee retires or on November 30th of the year they turn age 71, whichever is earlier.

## Benefits for Post Retirement Contracts

43.63 Employees on post retirement contracts must choose either the applicable retiree benefits package or to receive the following health benefits:

43.63.1 Extended health: University pays 100%

43.63.2 Dental plan: University pays 100%

43.63.3 Optional life insurance: Employee pays 100%

43.63.4 Accidental death and dismemberment: The University pays 100%

43.63.5 Optional accidental death and dismemberment: Employee pays 100%

43.63.6 Sick leave of up to six months or the end of the contract, whichever is earlier

43.64 The following benefits are not available to employees on post retirement contracts:

43.64.1 Basic Life Insurance

43.64.2 Long-term disability

43.64.3 Parental leave

43.64.4 Study leave

43.64.5 Relocation expenses

43.65 Members on post retirement contracts who are in receipt of pension benefits will not earn additional pension contributions. Employees who have not begun to receive pension benefits will continue to earn pension contributions.

43.66 All other benefits are unchanged for Members on post retirement contracts.

## Post Retirement Benefits

43.67 Retirees hired prior to September 1, 2001, with more than 10 years of service are entitled to retiree benefits on the following basis:

43.67.1 Extended health premiums paid 50% by the University and 50% by the employee

43.67.2 Dental plan premiums paid 50% by the University and 50% by the employee

43.68 Retirees hired after September 1, 2001 with more than 10 years of service are entitled to retiree benefits on the following basis:

43.68.1 Extended health premiums paid 100% by the employee

43.68.2 Dental plan premiums paid 100% by the employee

## Benefits on Death

43.69 Upon the death of an employee, spouses and dependents will continue to receive applicable health, extended health, and dental benefits for a period of 12 months.

## Benefits for Part-Time Members

43.70 Part-time employees will be eligible to participate in all the benefit plans available to their full-time colleagues except that:

43.70.1 tuition-reimbursement/waiver, study leave, and the professional development reimbursement are prorated in accordance with the percentage of the appointment;

43.70.2 those with an appointment of 25% or less are ineligible for Basic Life Insurance and Long-term Disability insurance.

## Article 44: Sick Leave and Long-term Disability

### Sick Leave

44.1 Long-term bargaining unit Members who become ill or are unable to carry out their duties may be placed on sick leave. While on sick leave, they will continue to receive 100% of salary.

44.2 Limited term or Recurring Limited Term faculty, or limited term librarians or laboratory instructors who have less than five years' service will be entitled to sick leave as follows:

44.2.1 Less than three months: one week at 100% salary

44.2.2 Three months but less than one year: four weeks at 100% salary, then 12 weeks at 75% salary, then 10 weeks at 60% salary

44.2.3 One year but less than five years: 12 weeks at 100% salary, then four weeks at 75% salary, then 10 weeks at 60% salary

44.2.4 Five years or more: 26 weeks at 100% salary

- 44.3 100% salary means the normal bi-weekly salary received by the employee.
- 44.4 Sick leave does not extend beyond the expiry date of the employee's contract.
- 44.5 Employees may be placed on sick leave while on a teaching or research semester, a study leave, or a leave of absence without pay during which the employee has maintained benefits.
- 44.6 The period of sick leave will commence on the date the employee was first unable to carry out assigned duties. Any cumulative absence in excess of two weeks due to an illness or injury must be supported by an [Attending Physician's Statement Form](#) provided by the University.
- 44.7 In any two-year period, an employee is eligible for a maximum of 26 weeks sick leave for the same illness or injury. If the illness or injury occurs again within the two-year period, and the employee has already taken 26 weeks sick leave, they will be eligible to apply for long-term disability. Any additional illness or injury not directly related to the earlier illness or injury will also carry a maximum entitlement of 26 weeks of sick leave in any two-year period.
- 44.8 An employee who is unable to work because of illness or injury must advise the Department Chair or equivalent as soon as possible.
- 44.9 An employee on sick leave will normally be expected to advise the Department Chair once a month concerning their condition.
- 44.10 At any time during a sick leave and in any event no later than the fourth month, if the medical prognosis is that the employee will not be able to return to work prior to the expiry of their sick leave, the Return-to-Work Coordinator will contact the employee and provide the necessary forms for applying for long-term disability benefits.
- 44.11 Full or partial semesters on sick leave will be classified as Teaching (T) or Research (R) as per normal rotation. This means that semesters on sick leave will not alter a faculty member's existing TTR pattern.
- 44.11.1 If sick leave begins or ends part way through a semester, regular research, service, student supervision, or instructional duties will be maintained during the time they are at work. Instructional duties assigned may differ from typical course assignment.
- 44.11.2 Chairs will provide Deans with details on the workload plan for partial semesters for approval.
- 44.11.3 Time spent on sick leave counts towards years of service for the purposes of study leave eligibility.
- 44.12 In the event that a faculty member is on sick leave for a substantial part of a study leave, every effort will be made to provide the faculty member with additional study leave time to compensate for the lost study leave time.



## Part-Time Sick Leave

- 44.13 Faculty members may require periods of partial sick leave, and may take sick leave on a partial basis subject to the provision by the faculty member, as is reasonably necessary, of satisfactory medical documentation to support the faculty member's need for a period of partial sick leave, and always with the following provisions:
- 44.13.1 An application for partial sick leave is an application to work half of the faculty member's normal work load while being placed on sick leave for the other half of the faculty member's normal work load. Other than in exceptional circumstances, an equal division of the faculty member's normal workload is the expected division during a partial sick leave.
  - 44.13.2 An application for a period of sick leave which results from a faculty member's inability to work at least half of the faculty member's normal work load will be deemed to be a request for a period of full sick leave and will be processed and administered as such.
  - 44.13.3 A faculty member who is approved for a period of partial sick leave must be and remain able to work at least half of the faculty member's normal work load throughout the period of partial sick leave. If there is disagreement between the University and the faculty member about the ability to work half the normal load, the University may request (in accordance with [Fitness to Work](#), below) that the faculty member provide further medical evidence specifically addressing the University's concerns and the faculty member's ability to work half the normal load.
  - 44.13.4 A period of partial sick leave must not last for more than 52 weeks unless the illness which leads to the application for partial sick leave is episodic in nature in which case the period of partial sick leave may be extended to two years always provided that such an extension does not exceed the amount of sick leave pay which is available to the faculty member.
  - 44.13.5 The total sick leave pay received by a faculty member during a period of partial sick leave cannot exceed the then current value to the faculty member of 26 weeks of full time sick leave pay.
  - 44.13.6 During periods of sick leave (either full- or part-time), benefits will remain at 100%.
  - 44.13.7 A faculty member who is applying for a period of partial sick leave must enter into a written agreement (the Agreement) with the Chair, approved by the Dean, which sets out the duties the faculty member will perform during the period of partial sick leave and the allocation of the faculty member's available work load to the performance of those duties.
  - 44.13.8 The Agreement must provide for the faculty member to perform all of the duties associated with each component of the faculty member's normal work assignment unless, in a particular case, the obligations associated with the University's duty to accommodate would require a modification of this principle.

- 44.14 A faculty member whose medical condition may lead to an application for long-term disability benefits will not be relieved from the obligation to comply with the terms and conditions associated with the University's long-term disability benefits for faculty members, including those terms and conditions which are associated with the time limits and application procedures for long-term disability benefits, notwithstanding that the University has entered into an Agreement with the faculty member.
- 44.15 Unless they have been specifically modified by the terms and conditions described above, all contractual and policy provisions which govern, from time to time, the administration of sick leave for and the administration and payment of sick leave pay to faculty members will apply equally to periods of partial sick leave and the payment of partial sick leave pay.
- 44.16 Disputes arising from applications for and the implementation and administration of partial sick leave agreements will be referred to expedited arbitration for resolution always provided that either party has the right, acting in its sole discretion, to require such a dispute to be referred instead to the regular arbitration process established by the parties under this agreement.

### **Fitness to Work**

- 44.17 The University may require an employee to provide further medical evidence from the employee's physician regarding illness or ability to carry out duties where there is disagreement between the University and the employee about the employee's entitlement to sick leave or disability benefits. The University may provide further information to the Member's physician, and may ask specific questions regarding the employee's condition and functional limitations.
- 44.18 The University may require a Member to provide an Attending Physician's Statement if the University has reasonable grounds to suspect the employee is ill or unable to carry out their duties.
- 44.19 In either case above, the University may require the Member to obtain a second medical opinion (at the University's expense) from a physician mutually agreed upon by the University and the Member.
- 44.20 Where there are reasonable grounds to suspect that an employee is ill or unable to carry out their duties, the University may place the employee on a paid, non-disciplinary leave pending the provision of medical information as per this Article.

### **Long-term Disability**

- 44.21 The University maintains a Long-term Disability plan for eligible long-term employees. Except as modified by the terms of this Policy, the operation of the Plan is governed by a master agreement between the University and the Plan carrier.
- 44.22 At the end of 26 weeks of continuous sick leave, eligible employees who remain unable to carry out their duties will start coverage under the Long-term Disability Plan and their salary payments will cease.

- 44.23 The Long-term Disability Plan provides income replacement at the level of 70% of salary at the time eligibility for sick leave expires. When CPP disability benefits are also approved, these payments are subtracted from the benefits paid under the Long-term Disability Plan and are not additional payments. During the period of long-term disability, the University pays the employer and employee contributions for all benefits except optional benefits such as homeowners' insurance and optional life insurance. Pension contributions and basic life insurance premium contributions are based on the person's pre-disability salary and not the long-term disability salary.
- 44.24 The long-term disability benefits are indexed each January 1st by the increase in the Consumer Price Index for Canada to a maximum of 7% per annum.
- 44.25 An employee who returns to work following long-term disability but becomes disabled again may be eligible for further sick leave as follows:
- 44.25.1 If after three months or longer an employee is totally disabled again due to an injury or illness directly related to the previous disability and has not had 26 weeks of sick leave during the previous two years, the employee is eligible for sick leave up to a maximum of 26 weeks in the two year period.
- 44.25.2 If at any time an employee is totally disabled again due to an unrelated injury or illness, the employee is eligible for sick leave.
- 44.25.3 If within three months an employee is totally disabled again due to an injury or illness directly related to the previous disability, the employee is not entitled to another period of sick leave and will return directly to long-term disability.
- 44.26 Employees on full-time long-term disability will have the schedules for contract renewal, tenure, and salary review considerations suspended until they resume full- or part-time work.
- 44.27 Employees who have been on long-term disability and who have recovered sufficiently from illness or injury to resume a portion of their former duties may be able to return to work part-time. Modifications to facilitate a return to work under this provision will be administered consistent with duty to accommodate protocols.
- 44.28 When an employee resumes work (either part-time or full-time), the employee's salary will normally resume at, and in no case lower than, the pre-disability salary step. The employee will be subject to the normal salary review schedule and policy.
- 44.29 When an employee resumes part-time work while remaining on partial long-term disability, the employee will receive a blend of salary and disability benefits as follows:
- 44.29.1 A salary component that is pro-rated to the proportion of full-time employment
- 44.29.2 A long-term disability benefit component that is 70% of the difference between the salary for full-time employment and the pro-rated salary being received
- 44.30 Where an employee is ineligible for coverage under the Long-term Disability Plan and is unable to return to work and perform the full scope of their duties, they can elect to take an unpaid leave of absence for up to 24 months. Any benefit coverage during the unpaid leave of absence is subject to carrier approval and the cost of any premiums will be 100% employee paid.

## Article 45: Vacation

45.1 All employees are entitled to vacation time or, in the case of short-term employees, vacation pay. The University recognizes the benefits of vacation time for its employees and recommends that all employees entitled to vacation time take their vacation during the period in which they become entitled to it.

### Long-term Employees

45.2 Research, Teaching and Practitioner Faculty are entitled to one month vacation per year.

45.3 Research Faculty should take their vacation in the research semester.

45.4 Teaching Faculty should take their annual vacation during the non-teaching semester. In a year without a non-teaching semester, the Chair will ensure that the Member is provided the opportunity to take their annual vacation entitlement in no less than weekly increments unless otherwise requested by the employee.

45.5 Librarians and Archivists are entitled to the following vacation per calendar year:

<b>Years of Service</b>	<b>Amount of Vacation</b>
1st-7th year	four weeks (prorated in the first year)
8th-15th year	five weeks per calendar year
16th and succeeding years	five weeks per calendar year plus one additional day of annual vacation for each additional calendar year of service beyond 15 years to a maximum of five additional days per calendar year.

45.6 Previous service as a Librarian and/or Archivist elsewhere will accrue additional vacation entitlement according to the following terms: 50% vacation credit will be earned for continuous years of employment of at least 50% of full-time immediately preceding employment at Simon Fraser University, up to a maximum entitlement of five years.

45.7 Term Librarians and Archivists are entitled to four weeks annual vacation, prorated in accordance with the percentage and duration of their appointment, and to be taken within the term of their appointment.

45.7.1 If the Library or Archives requires short-term faculty to work during the entire term of their appointment, equivalent monetary compensation will be paid.

45.7.2 If the work schedule of Long-term or Recurring Limited Term Librarians and Archivists include a break between semesters, normally they will receive equivalent monetary compensation in lieu of vacation.

### Term Employees

45.8 Short-term Research and Lecture Faculty are entitled to one week vacation for each semester of appointment to be taken within the term of their appointment. If an academic unit requires faculty to work during the entire term of their appointment, equivalent monetary compensation will be paid.

## Leave

### Article 46: Study Leave for Bargaining Unit Members

#### General

- 46.1 The purpose of Study Leave is to provide Members with an extended period of time to engage in scholarship or complete a project or course of study that will enhance and increase their knowledge and expertise so as to enhance their professional abilities.
- 46.2 Study leave is a privilege that is granted in accordance with the terms of this Article.
- 46.3 Study leave should be to the mutual benefit of both the individual Member who broadens their scholarly experience and the University, which benefits through the enhanced quality of the Member's contributions following a study leave.
- 46.4 Study leave is available to eligible Members who:
- 46.4.1 have had satisfactory performance reviews for the two years preceding the date of application;
  - 46.4.2 have submitted a study leave proposal which appears likely to enhance their performance of their duties in the future;
  - 46.4.3 are able to demonstrate that their previous study leave contributed to their performance as scholars and teachers (if applicable).

#### Eligibility

- 46.5 A Member accumulates an eligible "year of service" when they have completed their assigned workload over three consecutive semesters. For tenure track faculty, this would normally include two teaching semesters and one research semester.
- 46.6 Years of eligibility will be counted from the date of appointment, or the date of return from the previous study leave.
- 46.7 Continuing Members are eligible to apply for study leave when they will have accumulated the required years of service prior to commencement of the leave. Unused years of service may be carried forward, but the total number of years banked at the beginning of the study leave may not exceed two (in the case of Options A, B, C, or D) or five in the case of Option E.
- 46.8 Faculty members in tenure track positions may apply for study leave during the tenure application process, and approval of the leave will be conditional on the faculty member being granted tenure prior to the start of the leave.
- 46.9 Continuing Teaching Faculty, Practitioner Faculty, Librarians, and Archivists are eligible for their first study leave after six years of service.
- 46.10 A Member who has a term appointment is not eligible for study leave.
- 46.11 Credit for up to three years' service in limited term positions at Simon Fraser University may be used towards the first study leave. Requests for recognition of such credit must be submitted to the Dean for approval prior to applying for a study leave.

- 46.12 Time spent on maternity or parental leave will count towards years of service and eligibility for study leave.
- 46.13 Members with modified appointments (50% or greater) will be eligible for study leave. Salary while on study leave will be the Member's nominal salary pro-rated by the percentage of full-time worked during the accrual period.
- 46.14 Credit for up to two years' service at other institutions may be used towards the first study leave at Simon Fraser University. Requests for recognition of such credit must be submitted to the Dean for approval prior to applying for a study leave.

### Study Leave Options

- 46.15 Members may elect one of the following options for their proposed study leave when making written application in advance:
  - Option A three consecutive semesters of leave at 80% salary after six years of service
  - Option B two consecutive semesters of leave at 90% salary after six years of service
  - Option C one semester of leave at 100% salary after six years of service
- 46.16 The following options are available to tenure track faculty and Librarians/Archivists:
  - Option D two semesters of leave at 80% salary after four years of service
  - Option E one semester of leave at 90% salary after three years of service
- 46.17 The first study leave after the granting of tenure or a continuing appointment will be at 100% regardless of the option selected. This provision does not apply to those taking their first study leave when they have already been promoted to the rank of Professor, to faculty members appointed with tenure, or to Librarians/Archivists appointed at Librarian 3 or higher.
- 46.18 Study leave may be preceded by a research semester or non-teaching semesters for a total of four semesters. Three full semesters must elapse between the end of one study leave and the beginning of the next study leave during which time Members are required to teach two semesters. Option A or Option B study leave may be preceded by a research semester or non-teaching semesters for a total of four semesters. For Research Faculty, a study leave will normally be followed by two teaching semesters. The Chair may consider exceptions when necessary to meet Departmental needs.
- 46.19 Study leaves will not affect the number of research or non-teaching semesters accrued.

### Member Responsibilities

- 46.20 During the period of study leave, the Member will remain employed by, and accountable to, the University. The University may, upon application by the faculty member to the President's Research Grant Committee, award a University-funded Study Leave Research Grant (R 10.03) provided the total for salary and research grant does not exceed the reduced salary granted under the selected option.
- 46.21 Additional outside earnings in the form of research awards, scholarships or stipends, which do not prescribe or imply employment with or services for the granting institution,

may be accepted, providing that the faculty member gives advance written notice of such awards to the Department Chair.

- 46.22 Remunerative employment (e.g. a part-time teaching or research appointment related to the purpose of the leave, and not compromising the primary objective of study leave which is to free a Member so that they may concentrate on scholarly pursuits) may be accepted subject to these restrictions. In situations where total income from the University and the remunerative employment do not exceed 100% of normal salary, the Member will be required to disclose full details of the arrangement to the Chair. Remunerative employment that results in a total income of more than 100% of normal salary but not more than 150% of normal salary may be accepted subject to approval of the Dean (upon full disclosure of the details of the arrangement). Remunerative employment that results in a total income in excess of 150% of normal salary may not be accepted; in such instances, Members may apply for a leave of absence without pay (see [Article 47: Leaves of Absence](#)).
- 46.23 Members are expected to undertake at least 12 further months of employment at Simon Fraser University subsequent to a period of study leave. In making an application for study leave, each Member will enter into an agreement undertaking to return to the service of the University for these 12 months after completion of leave. If the Member fails to return and fulfill this obligation, they will be required to refund all or part of the salary received from the University during the period of leave.
- 46.24 After returning from study leave, a Member will provide their Chair with a report of activities and achievements during the period of leave as part of the documentation for their next biennial salary or annual performance review.

### University Responsibilities

- 46.25 The University will continue its full contribution to all benefit plans during the period of a Member's study leave. Group life insurance, long-term disability, and pension contributions will be based on the Member's nominal rather than reduced salary.
- 46.26 Time spent on study leave will not affect the consideration of a Member for promotion or regular salary review.

### Start of Study Leave

- 46.27 Study leaves for Faculty must commence at the start of a semester.

### Method of Application

#### General

- 46.28 Written application for study leave must be made October 1st, February 1st and June 1st to the Department Chair for leaves commencing the following September, January and May respectively. Applications may be considered earlier where there are special reasons for doing so.
- 46.29 The application will include all of the following:
- 46.29.1 The proposed starting date and the option chosen

- 46.29.2 A statement of the scholarly or creative purposes of the proposed leave and its potential benefit to the Member and to the University
  - 46.29.3 A clear plan of the activities contemplated and anticipated scholarly outcomes
  - 46.29.4 A copy of the report prepared under Article [46.24](#) describing the activities and achievements during the previous study leave
  - 46.29.5 The location of the proposed project or projects
  - 46.29.6 A plan to manage graduate student supervision during the leave
  - 46.29.7 Details of remunerative employment to be undertaken during the leave
  - 46.29.8 Any other information the Member wishes to provide
- 46.30 The Department Chair will consider the application and make a recommendation to the Dean. The Chair, in deciding whether or not to recommend a study leave application, must ensure that the department's teaching and other responsibilities can be maintained.
- 46.31 Study leave applications will be evaluated on their merits. Administrative needs may require delay or deferral of a leave but will not be grounds for denial of an otherwise acceptable proposal. Where the needs of the unit necessitate a delay or deferral, such delay or deferral will not normally exceed 12 months, and in no case will exceed 24 months. Any delay or deferral under this section will be added to the allowable carry-forward of two years.

### **Procedure for Approval**

- 46.32 The Chair will forward the application with their recommendation to the Dean, and will send a copy of their recommendation to the Member. The Member may submit their comments directly to the Dean.
- 46.33 The Dean will review the application and make a recommendation to the Vice-President, Academic. The Dean will send a copy of their recommendation to the Member. The Member may submit their comments directly to the Vice-President, Academic.
- 46.34 The Vice-President, Academic will be responsible for deciding whether or not an application is approved, and will advise the applicant accordingly.
- 46.35 Once a study leave application has been approved by the Vice-President, Academic, the Dean may approve requests for changes of dates of up to one year, and requests for change in option.
- 46.36 The Member may choose to defer part of salary prior to the study leave in order to spread the impact of the salary reduction. When the Member chooses this option, the salary reduction will commence following the approval of the study leave.
- 46.37 Salary deferral arrangements must be completed by the end of the leave. Salary deferral is only available for leaves lasting more than six months.
- 46.38 For Members with Library appointments, substitute Vice-President, Research for Vice-President, Academic in this Article. For Members with Archives appointments, substitute University Secretary.



## Article 47: Leaves of Absence

### Leave of Absence

- 47.1 A Leave of Absence is intended to provide additional opportunities to enhance academic development or for personal reasons, provided that such leave does not interfere with the teaching program of the University. Leave granted under this section will normally be without salary.
- 47.2 The normal period of leave of absence will be up to one year. One extension of up to one year may be considered provided application is made at least four months before expiration of the original leave. After a second year of leave, a new application for leave must be initiated. Leaves of more than two years require the approval of the Vice-President, Academic.
- 47.3 Time spent on leave of absence will not normally alter the timetable for renewal, promotion, and tenure considerations nor impact salary adjustments except as outlined in Article 47.4.
- 47.4 Those on a Leave of Absence pursuant to this section of more than one year will not normally be considered for salary review during their leave, but may request a review of salary placement by the Dean upon return from the leave. Members on a leave of one year or less will be considered in the normal cycle.

### Benefits During Leave

- 47.5 A Member may elect to maintain benefits at their sole expense during an approved leave of absence. If prepayment arrangements are not made, all benefits will be terminated at the start of the leave and there may be special conditions attached to re-joining plans.
- 47.6 Where a leave is undertaken for purposes related to the applicant's duties, the University will maintain its portion of benefit contributions.

### Procedures for Application

- 47.7 Applications for leave of absence should, where possible, be made at least two semesters in advance of the start of the proposed leave using the University's [Application for Leave of Absence form](#). The Member must complete the Application for Leave of Absence and forward it to the Chair.
- 47.8 Applications for leave will require approval of the Dean or equivalent upon recommendation of the applicant's Department. Where a Department does not recommend approval of a Leave of Absence, the applicant will be informed of the reasons in writing, and may appeal to the Dean in advance of a final decision. The Dean makes a decision on the Leave of Absence and completes and distributes the Application form.
- 47.9 Applications for Leave of Absence in excess of 24 months will require approval of the Vice-President, Academic.

## Leave for New Parents

### Long-term and Continuing Association Members

- 47.10 A continuing or long-term Member who becomes a new “parent” (as defined by the *BC Family Law Act*) is entitled to leave of absence to care for new-born or newly-adopted children.
- 47.11 Members will be placed on leave of absence without pay for the duration of the leave, and will have benefits coverage maintained on the same basis as before the leave.
- 47.12 Members may be eligible to elect to receive either standard or extended Employment Insurance parental benefits.

### Paid Leave

- 47.13 A new parent is entitled to 35 consecutive weeks of paid leave as follows:
- 47.13.1 one week at 95% salary (Employment Insurance waiting period); and
  - 47.13.2 34 weeks at the basic formula (see below).
- 47.14 For biological mothers, the leave may commence up to eight weeks prior to the due date of the child. The biological mother is entitled to a maximum of 35 weeks of paid leave.
- 47.15 When new parents are sharing the parental leave benefits, they are entitled to 35 consecutive weeks of paid leave under the basic formula.

### Basic Formula

- 47.16 The basic formula for the parental benefit is as follows: 95% of salary less the maximum Employment Insurance benefit that may be paid.

### Unpaid Leave

- 47.17 In addition to paid leave, either parent of a new-born or newly-adopted child is entitled to an unpaid leave of absence in accordance with the parental leave provisions of the *Employment Standards Act* up to a combined maximum of paid and unpaid leaves totalling 78 weeks.
- 47.18 The unpaid leave must be taken consecutively with any paid leave.
- 47.19 New parents may elect to take either standard or extended unpaid leave.
- 47.20 Standard unpaid leave is up to a maximum of 17 weeks. Extended unpaid leave is up to a maximum of 43 weeks.
- 47.21 A parent of a new-born or newly-adopted child may commence their leave any time after the date of birth or date of adoption of the child so long as the period of paid and unpaid leave is completed prior to the baby’s 78th week or within 78 weeks after the child or children are placed with the parent.
- 47.22 If the child has a physical, psychological, or emotional condition requiring parental care, either parent is entitled to an additional five weeks unpaid leave.

## Shared Leave

- 47.23 Where both parents are employees of Simon Fraser University, they are entitled to share a maximum of 52 weeks of paid leave. The Parental leave benefit is calculated using the Basic Formula.
- 47.24 Parents choosing to share the parental benefit are entitled to five additional weeks of unpaid leave if they elect standard parental leave or eight additional weeks of unpaid leave if they elect extended unpaid leave.
- 47.25 A Member who does not return to work at the end of the parental leave will be required to repay the University the salary paid during the leave or a pro rata share of that salary.
- 47.26 A Member who resigns within one year of returning to work following the leave will be required to repay to the University a prorated amount of the salary paid during the leave.

## Short-term and Recurring Limited Term

- 47.27 A Short-term or Recurring Limited Term Member who becomes a new parent (as defined by the *BC Family Law Act*) is entitled to unpaid leave to care for new-born or newly-adopted children.
- 47.28 In accordance with the provisions of the provincial *Employment Standards Act*, a Short-term or Recurring Limited Term Member will be placed on leave of absence without pay for the duration of the leave, and will have benefits coverage maintained on the same basis as before the leave. Members may be eligible for employment insurance maternity and/or parental benefits. There is no obligation to extend the short-term appointment beyond its original end date.

## Other Leaves

- 47.29 Members are entitled to up to five days paid leave per calendar year to provide care to family members who are ill.
- 47.30 Where care for family members who are ill can be accommodated through short-term adjustment of responsibilities without an overall reduction in workload or teaching assigned, departments will make reasonable attempts to facilitate such adjustments.
- 47.31 In the event of serious illness or disability of a family member, Members may request a Modification of Appointment from full-time to part-time pursuant to [Article 25: Modification of Appointments from Full-Time to Part-Time](#).
- 47.32 Where family care requires the full-time commitment of an employee, the employee may apply for a Critical Illness or Injury Leave of up to 36 weeks when caring for a child under 19 years of age at the start of the leave or 16 weeks when caring for an adult. Such leave will be without pay, but benefits coverage will be maintained.
- 47.33 A Member will be granted a Compassionate Care Leave of Absence without pay for up to 27 weeks to provide care or support to a family member if a medical practitioner or nurse practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within 26 weeks.
- 47.34 The Member's benefit coverage will continue for the duration of the Compassionate Care Leave.

- 47.35 If additional leave beyond eight weeks is required it will be treated as an unpaid Leave of Absence pursuant to [Leave of Absence](#) above.
- 47.36 The University will maintain benefits coverage for any Member undertaking a leave of absence pursuant to the Employment Standards Act (including but not limited to Domestic Violence Leave, Leave for Disappearance of a Child, or Leave for Death of a Child).

## Classification of Semesters as Teaching or Research During Leaves of Absence

### Compassionate, Parental, or Family Leave

- 47.37 Full or partial semesters on these types of leaves will be classified as T or R as per normal rotation. This means that semesters on compassionate or parental leave will not alter a faculty member's existing TTR pattern.
- 47.37.1 If this type of leave begins or ends part way through a teaching semester, duties will be assigned to the faculty member during the time they are at work. It is permissible for these to be different from normal classroom teaching duties, and can include course development, projects, or co-teaching.
- 47.37.2 If the department chooses to have the faculty member teach for a partial semester, the remainder of the semester may be covered by another faculty member on an Overload Teaching contract or other regular instructional options.
- 47.37.3 Partial research semesters will count as R and regular research, service, or supervision duties will be maintained until the leave begins or after the leave ends.
- 47.37.4 Chairs will provide Deans with details on the workload plan for partial semesters for approval.
- 47.37.5 Time on parental, compassionate, or family leave counts towards years of service for study leave purposes.

### Unpaid Leave

- 47.38 Semesters on Unpaid Leaves of Absence do not count towards workload balance or study leave.
- 47.39 A faculty member's balance point may shift as the result of an unpaid leave.
- 47.40 Unpaid leaves do not count towards accumulation of years of service for study leave.

## Resignation and Retirement

### Article 48: Resignation

- 48.1 A Member who is resigning must give the University at least one semester's notice of the effective date of their resignation, and where possible, longer notice period is preferred. Resignations will normally take effect at the end of a semester.
- 48.2 A Member must submit their resignation in writing to the Chair of the Department with a copy to the Dean. To be recognized as a letter of resignation, the letter must clearly state the effective date of resignation.
- 48.3 Where a Member's intended resignation date will occur when the ratio of teaching to research semesters is not 2:1, the Chair may change the assignment of remaining teaching or research semesters to achieve that ratio.
- 48.4 Should a Member resign after they have taken research semesters in excess of the ratio of two teaching semesters to one research semester, they may be asked to compensate the University for any owed teaching.
- 48.5 Should a Member accept other employment that will commence prior to the effective resignation date at Simon Fraser University, the Member's employment by Simon Fraser University will terminate on the date the other employment commences.
- 48.6 Because vacation days for research and teaching faculty are not tracked, there will be no payout of vacation days not taken. Faculty members should arrange with their Chair to take any owed vacation prior to resignation (see [Article 45: Vacation](#)).
- 48.7 The disposition of equipment which is University property and which has been used by a resigning faculty member will be handled in accordance with [Article 50: Release of Equipment](#).

### Article 49: Retirement

- 49.1 The Normal Retirement Date (NRD) will be the first day of September next, succeeding a Member's 65th birthday. Members are not required to retire on their normal retirement date.
- 49.2 In the absence of written notice of retirement, employment will continue beyond the NRD.
- 49.3 Members 55 years of age and over are eligible to retire.
- 49.4 Members should normally give at least 12 months written notice of retirement to the Chair; 18 months' notice is preferred. This notice period may be reduced by mutual agreement. A Member must submit their notice to retire in writing to the Chair of the Department with a copy to the Dean. The notice of retirement must clearly state the effective date of retirement.

## Financial Counselling for Retirement

- 49.5 Financial Counselling for Retirement is a non-recurring service for employees who are clearly at or near retirement (i.e. within 15 years of the individual's normal retirement date) where the primary emphasis is on retirement issues, but does not include advice relating to the purchase of specific investments or the promotion of a particular investment strategy.
- 49.6 A maximum of three hours or \$750 (whichever is less) of Financial Counselling for Retirement will be an allowable Professional Development Reimbursement expense provided the provider of the service has one of these specified designations:
- 49.6.1 Actuary
  - 49.6.2 Chartered Professional Accountant (CPA)
  - 49.6.3 Lawyer
  - 49.6.4 Certified Financial Planner (CFP)
  - 49.6.5 Registered Financial Planner (RFP)

## Phased Retirement Options

- 49.7 Members of the bargaining unit who are at least 60 years of age and who have a minimum of 10 years of full-time continuous service at the University may elect to participate in one of three phased retirement options after giving irrevocable notice of retirement. A minimum of 12 months written notice to the Chair or equivalent is required; 18 months is preferred. The notice period may be reduced or waived by mutual agreement. The phased retirement does not commence until the notice period has elapsed.

## Reduced Workload Option

- 49.8 A Member may elect to take a reduced workload appointment for up to three years.
- 49.9 This option entails performing the full scope of the Member's duties at a reduced level of commitment. For example, a Member might engage in teaching, research, and service at 60% level of commitment.
- 49.10 Salary during a reduced workload option is commensurate with the actual percentage worked.
- 49.11 The combined level of appointment over a three-year period reduced workload option will normally range between 150% and 225%.
- 49.12 Benefits, including pension, will be based on the Member's nominal salary for the duration of the reduced workload option.

## Reduced Scope Option

- 49.13 A Member may apply for a reduced scope appointment for up to three years.
- 49.14 This option entails performing a reduced scope of the Member's duties. For example, a tenure track faculty member will cease to engage in one or two of their areas of responsibility.
- 49.15 Approval of a reduced scope appointment is at the sole discretion of the Dean, upon the recommendation of the Chair.

- 49.16 Salary during the exercise of a reduced scope option is commensurate with the actual percentage worked.
- 49.17 Benefits, including pension, will be based on the Member's nominal salary for the duration of the reduced scope option.

### **Reduced Workload/Reduced Scope Option**

- 49.18 A Member may apply for a reduced workload/reduced scope appointment for up to three years. This option entails performing a reduced workload and a reduced scope of the Member's duties. For example, a tenure track faculty member will have a narrower range of employment duties and a reduced level of commitment.
- 49.19 Approval of a reduced workload/reduced scope appointment is at the sole discretion of the Dean, upon the recommendation of the Chair.
- 49.20 Salary during the exercise of a reduced workload/reduced scope option is commensurate with the actual percentage worked.
- 49.21 Benefits, including pension, will be based on the Member's nominal salary for the duration of the reduced workload/reduced scope option.

### **Study Leave During Phased Retirement Options**

- 49.22 Once a phased retirement option has commenced, there is no further accrual of service towards study leave eligibility.
- 49.23 A study leave during a phased retirement option must be approved before the phased retirement commences and must be completed by the retirement date.
- 49.24 The study leave salary will be a percentage of the Member's actual salary.

### **Enhanced Early Retirement**

- 49.25 Bargaining unit Members 55 years of age or older may apply to the Chair or Dean for Enhanced Early Retirement (EER).
- 49.26 Applications are subject to the approval of the Dean, the Vice- President, Academic, the President, and the Board of Governors after consultation with the Department.
- 49.27 University approval will be granted only to those applications that are deemed to be in the best interests of the University.
- 49.28 The early retirement enhancement for Members retiring under this provision at least five years prior to NRD will be a minimum of 14 months' salary. This enhancement will be prorated to reflect the actual time of retirement prior to NRD (including any parts of years.)
- 49.29 The manner of the payment of the enhancement must be mutually agreeable to the University and the Member. It may be in the form of a lump sum payment or a number of payments. Enhancement amounts may, within limits prescribed by the Canada Revenue Agency, be transferred to a University pension plan or another approved retirement option. Any amount not so transferred will normally be paid as regular income.

### Eligibility for Emeritus Status, Faculty

- 49.30 Upon retirement, a Professor who has served Simon Fraser University at that rank for 10 years or more will become Professor Emeritus or Professor Emerita, a title held for life. The President may confer the title on other retiring faculty members acting on recommendations from the Department Chair and Dean.
- 49.31 Professors Emeriti/ae will be listed in the University Calendar, will retain their eligibility to supervise graduate students under normal Senate Regulations, and will be members of Convocation. Professors Emeriti/ae do not have voting rights.
- 49.32 To enable Professors Emeriti/ae more easily to continue their scholarly activities and to remain part of the academic community, the Department Chair in consultation with the Dean will endeavour to provide Professors Emeriti/ae with reasonable access, when feasible, to office and research facilities at the University including the administration of research grants.

### Eligibility for Emeritus Status, Librarians and Archivists

- 49.33 Upon retirement, a Librarian/Archivist 4 (or above) who has served the University at that rank for 10 years or more will become Librarian Emeritus or Emerita, a title held for life. The President may confer the title on other retiring librarians or archivists acting on recommendations from the University Librarian or University Archivist and the Vice-President, Research (for Librarians).
- 49.34 Librarians/Archivists Emeriti/ae will enjoy rights and privileges consistent with those granted to Professors Emeriti (above) as applicable to the individual's position.

### Eligibility for Emeritus Status, University Lecturers

- 49.35 Upon retirement, a University Lecturer who has served the University for 10 years or more will become University Lecturer Emeritus or Emerita, a title held for life. The President may confer the title on other retiring Lecture Faculty acting on recommendations from the Department Chair, Dean, and Vice-President, Academic.
- 49.36 University Lecturers Emeriti/ae will enjoy rights and privileges consistent with those granted to Professors Emeriti (above) as applicable to the individual's position.



## Article 50: Release of Equipment

### Policy

- 50.1 Equipment purchased from research grants or with University funds (including internal research funds) belongs to the University. This equipment will remain with the University and will not be transferred when a faculty member leaves Simon Fraser University.
- 50.2 Equipment purchased with funds from a Canadian granting council or research contract may be transferred to another Canadian university when a faculty member moves to that institution, provided the equipment is not necessary for the research activities of other researchers at Simon Fraser University. Otherwise, the equipment will remain at Simon Fraser University.
- 50.3 Equipment which has been transferred to the University from another university may be transferred again provided that the equipment is not necessary for the activities of other researchers at Simon Fraser University.

### Procedure

- 50.4 To transfer equipment, follow this procedure:
  - 50.4.1 The faculty member who is leaving Simon Fraser University will prepare a list of equipment purchased from external research grants which they would like to transfer.
  - 50.4.2 The list will be submitted to the Chair of the Department together with a declaration about the necessity of the equipment for their on-going research.
  - 50.4.3 The Department Chair will consult with members of the department and will provide the Dean with specific recommendations on the items of equipment requested by the faculty member.
  - 50.4.4 The Dean will consult with other Department Chairs whose faculty members might be using the equipment, before considering approval of the transfer.
  - 50.4.5 The Dean will then make a recommendation to the Vice-President, Academic concerning the disposition of the equipment.
  - 50.4.6 The Vice-President, Academic will review the recommendations of the Dean and Chair and will make the decision on the retention or transfer of the equipment. When the transfer of equipment has been approved, the equipment will be transferred at the expense of the other institution.
- 50.5 In exceptional circumstances, the Vice-President, Academic may make variations to specific details of this Article, but they should be in accord with the general intent of the Article.

## Academic-Administrative Appointments within the Bargaining Unit

### Article 51: Academic-Administrative Appointments within the Bargaining Unit

#### A. General

- 51.1 The parties recognize the central role of faculty members in the administration of the University, and are committed to the fostering of collegial governance.
- 51.2 Academic-administrative appointments within the bargaining unit will be treated in accordance with this Agreement except as specifically modified.
- 51.3 Academic-administrative appointments are secondary and distinct appointments. Appointees must have an academic appointment within the bargaining unit.

#### B. Departmentalized Faculties

- 51.4 “Chairs” will refer to the following academic-administrative appointments within the bargaining unit:

##### **Chairs**

- 51.4.1 Department Chairs
- 51.4.2 School Directors

##### Responsibilities

- 51.5 The Chair will be a faculty member who has the respect and confidence of the members of the department and the skill and initiative to guide and manage the Department. During the period of appointment, Chairs will make the interests of the Department their paramount concern, and will ensure that the decision-making process includes full discussion with interested persons and seeks to reconcile differing viewpoints.
- 51.6 The Chair has overall responsibility for ensuring that Departmental policies are formulated and followed, that University and Faculty policies and procedures are followed, and that individual members of the Department fulfill their assigned duties.
- 51.7 The Chair is the administrator of the Department and has the responsibility to implement University, Faculty, and Departmental decisions.
- 51.8 Policy decisions that affect the Department as a whole should, in general, be determined at Department meetings or by committees designated by the Department for making such decisions. On occasions when the Chair is required to make decisions affecting the Department as a whole before these can be considered at a Department meeting, the Chair will report decisions taken to the Department members.
- 51.9 While the Chair is the administrator of the Department, other members of the Department may share in administrative responsibilities. The operating procedures of the Department will be made known to all members of the Department.

- 51.10 The Chair will act as spokesperson in reporting decisions of the Department to senior University administrators and other sections of the Faculty, and as the channel for communicating to the Department decisions made by the Dean, the Vice-Presidents, the President, Senate, and the Board.
- 51.11 The Chair must report to the Dean disagreement within the Department regarding the Chair's leadership or significant dissent from Departmental decisions, including the Chair's own reservations, if any.
- 51.12 The Chair will report failure on the part of members of the Department to fulfill University, Faculty, or Department responsibilities, and to suggest ways of preventing such failures.
- 51.13 The Chair will maintain confidentiality in personnel matters except as required for the exercise of their duties.

#### Procedures for Appointment

- 51.14 The term of appointment for a Chair will normally be either three or five years.
- 51.15 Search processes for Chairs are advisory to the Vice-President, Academic.
- 51.16 There are three possible processes for selecting a Chair:
  - 51.16.1 Full search (internal and external candidates): requires a Search Committee
    - 51.16.1.1 If a department wishes to include external candidates in the search there must be a further consultation in the Department involving the Dean and the Vice-President, Academic. The Vice-President, Academic makes the final decision.
    - 51.16.1.2 The Search Committee will prepare a description of the position and the position will be posted and filled according to [Article 23: Continuing Academic Appointments](#).
    - 51.16.1.3 Faculty members, professional and support staff and students in the Department will be formally consulted regarding qualities and attributes needed for the leadership of the Department and invited to submit nominations.
  - 51.16.2 Internal search: may require a Search Committee
    - 51.16.2.1 In a search that is not to include external candidates, a candidate for ratification from within the Department will be identified through one of the following procedures, in order of preference:
      - 51.16.2.1.1 An election supervised by the Dean
      - 51.16.2.1.2 Another procedure suggested by the Department and approved by the Dean
      - 51.16.2.1.3 A search using a search committee as described in Article [51.16.1](#), Full Search above

51.16.3 Renewal of the current Chair: requires a ratification vote

51.16.3.1 A Chair may stand as a candidate for a subsequent term. If a Chair agrees to go forward for renewal, there will be a ratification vote as outlined below.

51.16.3.2 Detailed procedures for appointment of Chairs are contained in University Policy A13.02, Appointment of Department Chairs and Directors of Schools.

51.17 If a Search Committee is required, faculty members will make up the majority of the committee. The Dean of the Faculty will chair the search committee. As with all search committees, gender diversity must be demonstrated.

Ratification Votes

51.18 In all cases a ratification vote of the recommended candidate will be held.

51.19 The vote will be organized by the Dean's office and the vote will be counted in the presence of a faculty scrutineer.

51.20 A positive ratification is one where a majority of those voting support the recommended candidate.

51.21 The Dean will forward a recommendation concerning the appointment to the Vice-President, Academic.

**Acting Chair**

51.22 Appointment of an Acting Chair for a period of four months or less can be approved by the Dean and does not require ratification by the Department. An appointment of an Acting Chair for more than four months must be ratified by the Department and must be approved by the Vice-President, Academic on the recommendation of the Dean.

Request for Reconsideration

51.23 A formal request for the reconsideration of the suitability of a Chair may be made by the faculty members of a Department to the Dean. Normally, such a request cannot be made during the first year of the appointment of a Chair. The formal request must be in writing, setting out the particulars of the grounds for reconsideration of the Chair's appointment, and must be signed by at least one-half of the faculty members eligible to vote in the election or ratification of a Chair.

51.24 Upon receipt of a formal reconsideration request, the Dean will provide a copy to the Chair and give them an opportunity to respond to it. If the issue(s) cannot be resolved at this stage, the Dean must institute a conflict resolution process, which may involve the appointment of a mediator, with the aim of resolving the issue to the mutual satisfaction of the parties involved. The Dean should communicate in writing with all faculty members of the Department as to the process to be used and the timelines to be followed. Satisfactory resolution of the matter at this stage will be evidenced by a written agreement of the parties or a vote at a departmental meeting.

- 51.25 Where no satisfactory resolution of the issues giving rise to the request for consideration is achieved through the process outlined above, the Dean will put the issue of the reconsideration of the Chair to a vote no later than 30 working days after the end of the conflict resolution stage. The vote will be by secret ballot conducted by the Dean's Office. The results of the ballot will be made public within 24 hours of the results being tallied.
- 51.26 If the motion to reconsider the suitability of the Chair does not receive the support of at least 60% of the voting faculty members, no further reconsideration will take place for at least one year.

#### Rescinding a Chair's Appointment

- 51.27 If the motion to reconsider has the support of at least 60% of the voting faculty members, the Dean will consider whether the Chair's appointment should be rescinded. The Dean will make a written recommendation to the Vice-President, Academic. The Chair will be entitled to make a written response.
- 51.28 After considering the Dean's recommendation and the Chair's response, the Vice-President, Academic will make a recommendation to the Board of Governors.
- 51.29 The appointment of a Chair may be rescinded by the Board of Governors for just cause. Reasons for rescinding a Chair's appointment may include non-performance of duties, non-compliance with University policy or with the constitution of the Department, or for other serious acts or omissions related to their responsibilities as Chair.

#### Remuneration

- 51.30 Chairs will be remunerated as per [Policy A 13.04](#) until otherwise agreed by the Parties.

#### Teaching Reduction

- 51.31 Department Chairs and School Directors will receive a one-half reduction in the normal annual teaching assignment. Other academic administrative appointments may receive reduction in their teaching assignment depending on the administrative complexity of the unit as determined by the Dean.

#### Research Grants

- 51.32 Chairs will be eligible to apply for internal research grant support. Grants may be made after careful review of the research program by the appropriate Dean. Support will be at a level appropriate to the discipline.

#### Research Leave

- 51.33 Department Chairs and School Directors will be granted research leave at full academic salary for two semesters after a three-year term and three semesters after a five-year term. Other academic-administrative appointments may receive research leave depending on the administrative complexity of the unit as determined by the Dean.

#### Study Leave

- 51.34 Chairs who are given teaching reduction will accrue eligibility for study leave at half the normal rate.

## **Associate Chairs/Directors**

### Appointment

- 51.35 The Chair will consult with the Members of the Department on the nomination of an Associate Chair/Director.
- 51.36 There will be a ratification vote and a recommendation may proceed to conclusion when a nominee has been approved by more than 50% of those voting.
- 51.37 The term of appointment will be determined by the Dean and will not exceed three years.

### Responsibilities

- 51.38 The Chair will determine the duties of the Associate Chair in consultation with the Dean.

### Remuneration

- 51.39 Associate Chairs will be remunerated as per [Policy A 13.04](#) until otherwise agreed by the Parties.
- 51.40 Associate Chairs/Directors may receive reduction in their teaching assignment, internal research grants, and/or research leave depending on the administrative complexity of the unit as determined by the Dean. These terms will be included in the letter of appointment to the administrative position.

### Appointment of Acting Associate Chair

- 51.41 The appointment of an Acting Associate Chair will follow the same rules as appointment of Acting Chairs above.

## **C. Non-Departmentalized Faculties**

- 51.42 In this section, "Director" will refer to academic-administrative appointments who will function as equivalent to Chairs in the non-departmentalized faculties. A list of these will be provided by the Dean to the University and the Association annually by September 1st.

### **Responsibilities of Directors**

- 51.43 The Director will be a faculty member who has the respect and confidence of the members of the faculty and the skill and initiative to guide and manage the program. During the period of appointment, the Director will make the interests of the program their paramount concern, and will ensure that the decision-making process includes full discussion with interested persons and seeks to reconcile differing viewpoints.
- 51.44 The Director has overall responsibility for ensuring that program policies are formulated and followed, that University and faculty policies and procedures are followed, and that individual members of the faculty fulfill their assigned duties.
- 51.45 Policy decisions that affect the program as a whole should, in general, be determined at program area meetings or by committees designated by the faculty for making such decisions. On occasions when the Director is required to make decisions affecting the program as a whole before these can be considered at a program area meeting, the Director will report decisions taken to the faculty members.

- 51.46 While the Director is the administrator of the program, other members of the Department may share in administrative responsibilities. The operating procedures of the program will be made known to all members of the faculty.
- 51.47 The Director will act as spokesperson in reporting decisions of the program to senior faculty and University administrators and other sections of the faculty, and as the channel for communicating to the faculty decisions made by the Dean, the Vice-Presidents, the President, Senate, and the Board.
- 51.48 The Director must report to the Dean, or the designated Associate Dean, disagreement within the faculty regarding the Director's leadership or significant dissent from program area decisions, including the Director's own reservations, if any.
- 51.49 The Director will report failure on the part of members of the faculty to fulfill University, faculty, program, or area responsibilities, and to suggest ways of preventing such failures.
- 51.50 The Director will maintain confidentiality in personnel matters except as required for the exercise of their duties.

#### **Other Articles Applicable**

- 51.51 Other Articles applicable to Chairs are applicable to Directors.

#### **D. Other Academic-Administrative Appointments**

- 51.52 In both departmentalized and non-departmentalized faculties, Deans may appoint other academic administrators. These include, but are not limited to, Directors of Programs or Centers and Course/Area Coordinators, and will be collectively referred to as Other Academic Administrative (OAA) Appointments, regardless of the position title.
- 51.53 The terms of OAA appointments, including remuneration, will vary with the scope and administrative complexity of the duties assigned, and will be decided by the Dean. OAA appointments may receive reduction in their teaching assignment, internal research grants, and/or research leave. All terms will be clearly outlined in the letter of appointment to the administrative position.
- 51.54 \*NOTE: Insofar as policies governing academic-administrative appointments outside the bargaining unit contain provisions relating to the duties, responsibilities, or privileges of Members of the bargaining unit, those provisions will not be changed without consultation as per Article [8.2](#): Joint Meetings.

## Appendices

Appendix A: Salary Scales, July 1, 2020

Appendix B: Salary Scales, January 1, 2021

Appendix C: Salary Scales, July 1, 2021

Appendix D: Cost savings mechanism



## Appendix A: Salary Scales, July 1, 2020

Rank	Floor	Breakpoint	Ceiling
Laboratory Instructor	\$64,628	None	\$88,863
Lecturer	\$80,786	\$94,250	\$102,328
Senior Lecturer	\$91,557	\$118,485	\$129,256
University Lecturer	\$107,713	\$129,256	\$140,027
Instructor	\$80,786	None	\$86,171
Assistant Professor	\$86,171	\$110,406	\$118,485
Associate Professor	\$107,713	\$129,256	\$140,027
Professor	\$123,871	\$150,799	\$163,724
Librarian/Archivist I	\$70,014	None	\$75,399
Librarian/Archivist II	\$75,399	None	\$91,557
Librarian/Archivist III	\$86,171	\$113,100	\$123,871
Librarian/Archivist IV	\$96,942	\$118,485	\$129,256
Division Head	\$102,328	\$123,871	\$134,642

Step values for each year of experience (for initial placement of faculty member only) <sup>1</sup>	2021	2020	2019	2018	2017 and each calendar year prior
Regular Step Award (RSA)	\$2,734.86	\$2,542.20	\$2,362.51	\$1,988.59	\$2,500.00
Modified Step Award (MSA)	\$1,640.92	\$1,525.32	\$1,417.51	\$1,193.15	\$1,500.00

Promotion step value <sup>2</sup>	2020	2019	2018	2017
Tenure track	\$2,692.84	\$2,640.03	\$2,594.63	\$2,546.25
Teaching	\$2,524.55	\$2,475.05	\$2,432.48	\$2,387.13
Librarian/ Archivist	\$2,356.23	\$2,310.03	\$2,270.30	\$2,227.97

Career progress step value (Sep 1) for steps awarded from salary review	2020	2019	2018	2017
Regular Step Award (RSA)	\$2,734.86	\$2,542.20	\$2,362.51	\$1,988.59
Modified Step Award (MSA)	\$1,640.92	\$1,525.32	\$1,417.51	\$1,193.15

1 Each calendar year has a distinct dollar value attached to it. These unique calendar year values are added together as applicable to the calculation for initial placement (starting salary).

2 Article 42.16.2: A step on promotion will be assigned a value of 1/32 of the floor of the Assistant Professor, Lecturer, or Librarian/Archivist 2 scale, as appropriate.

## Appendix B: Salary Scales, January 1, 2021

Rank	Floor	Breakpoint	Ceiling
Laboratory Instructor	\$65,921	None	\$90,641
Lecturer	\$82,401	\$96,134	\$104,375
Senior Lecturer	\$93,388	\$120,854	\$131,841
University Lecturer	\$109,868	\$131,841	\$142,828
Instructor	\$82,401	None	\$87,894
Assistant Professor	\$87,894	\$112,614	\$120,854
Associate Professor	\$109,868	\$131,841	\$142,828
Professor	\$126,348	\$153,815	\$166,999
Librarian/Archivist I	\$71,415	None	\$76,907
Librarian/Archivist II	\$76,907	None	\$93,388
Librarian/Archivist III	\$87,894	\$115,362	\$126,348
Librarian/Archivist IV	\$98,881	\$120,854	\$131,841
Division Head	\$104,375	\$126,348	\$137,335

Step values for each year of experience (for initial placement of faculty member only) <sup>3</sup>	January 1 - June 30, 2021 <sup>4</sup>	2020	2019	2018	2017 and each calendar year prior
Regular Step Award (RSA)	\$2,789.56	\$2,542.20	\$2,362.51	\$1,988.59	\$2,500.00
Modified Step Award (MSA)	\$1,673.74	\$1,525.32	\$1,417.51	\$1,193.15	\$1,500.00

Promotion step value <sup>5</sup>	2020	2019	2018	2017
Tenure track	\$2,746.69	\$2,640.03	\$2,594.63	\$2,546.25
Teaching	\$2,575.04	\$2,475.05	\$2,432.48	\$2,387.13
Librarian/ Archivist	\$2,403.36	\$2,310.03	\$2,270.30	\$2,227.97

Career progress step value (Sep 1) for steps awarded from salary review	2020	2019	2018	2017
Regular Step Award (RSA)	\$2,734.86	\$2,542.20	\$2,362.51	\$1,988.59
Modified Step Award (MSA)	\$1,640.92	\$1,525.32	\$1,417.51	\$1,193.15

<sup>3</sup> Each calendar year has a distinct dollar value attached to it. These unique calendar year values are added together as applicable to the calculation for initial placement (starting salary).

<sup>4</sup> There are two increases scheduled in 2021 scheduled six months apart on January 1 and July 1. Both increases will impact the 2021 Step Values for Years of Experience.

<sup>5</sup> Article 42.16.2: A step on promotion will be assigned a value of 1/32 of the floor of the Assistant Professor, Lecturer, or Librarian/Archivist 2 scale, as appropriate.

## Appendix C: Salary Scales, July 1, 2021

Rank	Floor	Breakpoint	Ceiling
Laboratory Instructor	\$67,239	None	\$92,453
Lecturer	\$84,049	\$98,057	\$106,462
Senior Lecturer	\$95,256	\$123,272	\$134,478
University Lecturer	\$112,065	\$134,478	\$145,685
Instructor	\$84,049	None	\$89,652
Assistant Professor	\$89,652	\$114,866	\$123,272
Associate Professor	\$112,065	\$134,478	\$145,685
Professor	\$128,875	\$156,891	\$170,339
Librarian/Archivist I	\$72,843	None	\$78,446
Librarian/Archivist II	\$78,446	None	\$95,256
Librarian/Archivist III	\$89,652	\$117,669	\$128,875
Librarian/Archivist IV	\$100,859	\$123,272	\$134,478
Division Head	\$106,462	\$128,875	\$140,082

Step values for each year of experience (for initial placement of faculty member only) <sup>6</sup>	July 1 – December 31, 2021 <sup>7</sup>	January 1 - June 30, 2021 <sup>6</sup>	2020	2019	2018	2017 and each calendar year prior
Regular Step Award (RSA)	\$2,845.35	\$2,789.56	\$2,542.20	\$2,362.51	\$1,988.59	\$2,500.00
Modified Step Award (MSA)	\$1,707.21	\$1,673.74	\$1,525.32	\$1,417.51	\$1,193.15	\$1,500.00

Promotion step value <sup>8</sup>	2020	2019	2018	2017
Tenure track	\$2,801.63	\$2,640.03	\$2,594.63	\$2,546.25
Teaching	\$2,626.54	\$2,475.05	\$2,432.48	\$2,387.13
Librarian/ Archivist	\$2,451.42	\$2,310.03	\$2,270.30	\$2,227.97

Career progress step value (Sep 1) for steps awarded from salary review	2020	2019	2018	2017
Regular Step Award (RSA)	\$2,734.86	\$2,542.20	\$2,362.51	\$1,988.59
Modified Step Award (MSA)	\$1,640.92	\$1,525.32	\$1,417.51	\$1,193.15

6 Each calendar year has a distinct dollar value attached to it. These unique calendar year values are added together as applicable to the calculation for initial placement (starting salary).

7 There are two increases scheduled in 2021 scheduled 6 months apart on January 1 and July 1. Both increases will impact the 2021 Step Values for Years of Experience.

8 Article 42.16.2: A step on promotion will be assigned a value of 1/32 of the floor of the Assistant Professor, Lecturer, or Librarian/Archivist 2 scale, as appropriate.

## Appendix D: Cost savings mechanism

1. The cost savings mechanism will be applied in the first full calendar year following the date of enrollment in the BCCPP. For example, if members enroll in 2021, the cost savings mechanism will be calculated in 2022. The cost savings mechanism will be applied each year until the transition costs are fully paid.
2. The cost savings from earlier retirement will be calculated using the formula described below:
  - a. **Average Annual Salary Savings** – The potential savings arising from the retirement of members will be calculated annually using the following:

$$\begin{array}{l} \text{(Average gross actual salary plus} \\ \text{benefits of Retirees including} \\ \text{Market or Salary Differentials)} \end{array} \quad - \quad \begin{array}{l} \text{(Average gross actual salary} \\ \text{plus benefits of new hires} \\ \text{including Market Differentials)} \end{array}$$

Average actual salary does not include retention awards, chairs stipends, start-up costs, mortgage assistance, or relocation costs. Average actual salary will equal the average over the three calendar years preceding the date on which SFU begins participation in the BCCPP and will subsequently be re-calculated as a three-year moving average. This process will continue for the 20-year amortization period of the Transition Cost.

- b. **Retirees** – All SFU faculty who in a given calendar year cease to be employed as faculty members at SFU and are 55 years or over at that time.
- c. **Retirement Date** – The date at which retiring members cease to be employed as faculty members at SFU.
- d. **Retirement Age** – The average age of Retirees on their Retirement Date, calculated each calendar year or over a number of calendar years.
- e. **Comparator Retirement Age** – The average age that SFU faculty aged 55 years and over ceased to be employed as faculty members at SFU in three calendar years preceding entry to the BCCPP. These calendar years will not include 2021.
- f. **Average Annual Retirement Age** – The Average Annual Retirement Age of Retirees will be calculated each calendar year following entry into the BCCPP, using a three-year moving average, excluding 2021. For clarity, if members join the BCCPP in 2021, the first year of calculation would be the average age of those retiring in 2022; the second year would be the average age of those members retiring in 2022 and 2023; the third year would be the average age of those members retiring in 2022, 2023, and 2024. For all subsequent years, a three-year rolling average would be used.
- g. **Change in Average Retirement Age** – The Average Annual Retirement Age will be subtracted from the Comparator Retirement Age, yielding the Change in Average Retirement Age (which may include fractional amounts). The resulting difference will be used to calculate the Total Annual Savings.



- c. Third, to restoring forgone PDR amounts of actively employed faculty members under paragraph [30c](#) of the pension proposal, to be distributed on a proportional basis.
- d. And, fourth, credited as additional funds to the PDR accounts of faculty members up to a maximum additional amount of \$300 per faculty member in any year, with amounts exceeding \$300 per faculty member carried forward and credited to the next year's cost savings.

This mechanism will be in effect for the amortization period agreed to by the parties. The parties agree to meet every five years to review the formula and consider whether changes to the formula are required to meet the future needs of the parties.

## Letters of Agreement

Letter of Agreement 1: Librarians and Archivists

Letter of Agreement 2: Teaching Professors

Letter of Agreement 3: Pension

## Letter of Agreement 1: Librarians and Archivists

### Guidelines for Off-Site Work Arrangements

Librarian and Archivist Faculty may request to perform duties off-site on an occasional or regular basis.

The employee and the manager should discuss and come to a consensus regarding the unit's ability to accommodate the proposed arrangement. If a consensus is not achievable, the manager's decision will prevail.

### Employee Considerations

Employees are expected to:

- be productive when working, no matter where they are;
- manage their own time and work their regular work schedules;
- make themselves readily available, within reason, by at least email and phone;
- ensure that on-site work commitments are honoured;
- forego off-site work arrangements in order to attend to on-site work commitments that cannot be re-scheduled;
- understand that expectations and the ability to accommodate off-site work may vary from unit to unit;
- understand that, to be fair and allow all employees to take advantage of off-site work arrangements, their manager may place limits on the nature of off-site work arrangements.

### Manager/Supervisor Considerations

Managers and supervisors are expected to:

1. Make efforts to accommodate off-site work arrangements within operational constraints. Constraints include the following:
  - Number of employees in unit
  - Number and nature (e.g. in-person or phone) of service points
  - Existing modified or off-site work arrangements for other employees in the unit
  - Whether work tasks can be performed from off-site
  - Whether the employee who desires an off-site work arrangement supervises other employees and whether those employees rely heavily on the in-person presence of their supervisor
2. Ensure that working from home arrangements are administered fairly and provide all employees with an opportunity to make use of these arrangements, if they wish. Staff who do not take advantage of off-site work arrangements should not be negatively affected by those who do.
3. Make clear their expectations with regard to knowing where employees are for both occasional and ongoing or regular off-site work arrangements.
4. Keep track of ongoing or regular off-site work arrangements and report these arrangements to the AULs and Dean. In addition, report requests for off-site work



arrangements that they are unable to accommodate to the AULs and Dean. In the case of the Archives Department, it is the University Archivist who performs these tasks.

### General Considerations

1. Either the employee or the manager or both may opt to cancel off-site work arrangements at any time, with reasonable notice.
2. Due to space constraints faced by the Library and the Archives, vacant office space may be provided to other employees.
3. Neither the Library nor the Archives will pay for any additional costs that may result from off-site work arrangements.
4. Neither Library Systems nor the Archives are responsible for off-site support of information technology.

## Letter of Agreement 2: Teaching Professors

Whereas in the 2014-19 Collective Agreement, the Parties have eliminated the category of "Teaching Professor"; and

Whereas, pursuant to the new Agreement, University Lecturers who have established, over a period of years, a national or international reputation in the scholarship of teaching and learning in addition to being an outstanding teacher, will be eligible to seek promotion to the rank of Professor following the "Requirements for Professor";

### THEREFORE

No further applications for the rank of Teaching Professor will be accepted as of the signing of this Letter of Agreement; and

Those previously appointed as "Teaching Professor" are grand-parented at that title, and will have the same terms and conditions as Research Professors as outlined in Policy A 11.10 (Teaching Professors).

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2016 at \_\_\_\_\_:\_\_\_\_\_ am/pm

\_\_\_\_\_  
Name:  
For Simon Fraser University

\_\_\_\_\_  
Name:  
For Simon Fraser University Faculty Association

## Letter of Agreement 3: Pension

1. The parties will agree to a three-year collective agreement from July 1, 2019 to June 30, 2022 consistent with the Sustainable Services Negotiating Mandate (the Mandate) applicable to public sector employers in British Columbia.
2. The parties agree that the General Wage Increase (GWI) described in the Mandate for the July 1, 2019 to June 30, 2022 collective agreement will be distributed on a deferred basis, as follows and as further described below:
  - 2% on July 1, 2020
  - 2% on January 1, 2021
  - 2% on July 1, 2021
3. The parties agree that the dollar savings within the SFU-SFUFA compensation envelope as a result of the deferral of the distribution of GWI will be applied to the costs of the pension transition as described below.
4. The parties agree that the Mandate includes funding of an additional 0.25% of total labour costs each of the three years of the collective agreement available on July 1, 2019, July 1, 2020, and July 1, 2021 referred to as the Service Delivery Improvement Allocation (SDA). The SDA will be applied to the costs of the pension transition as described below.
5. The parties agree that the Mandate also includes an allocation to non-wage related benefits (the Residual). The parties have agreed that these monies will be applied to the costs of the pension transition as described below.
6. The parties agree that funding for PDR may be allocated to the costs of the pension transition in certain circumstances described below.
7. The parties further recognize that the SDA and Residual, while described as percentages of current salary at the time of this collective agreement, represent annual fixed-dollar amounts that do not increase following the expiry of the 2019-2022 collective agreement.

### Pension Transition – Application and Enrolment

8. Subject to the terms of the collective agreement, SFU is willing to apply to join the BC College Pension Plan (BCCPP) as a participating employer. The application will be submitted as soon as practicable following ratification of the collective agreement (BCCPP Application Date), but for purposes of this Letter of Agreement, the target BCCPP Application Date will be December 18, 2020. SFU and SFUFA acknowledge that depending on the circumstances such as the ratification date, the Application Date could be materially different from the target date identified above.
9. If SFU's application to join the BCCPP is accepted by the board of trustees of the BCCPP (BCCPP Board), the parties intend to cooperate with the BCCPP Board, their administrative team with the British Columbia Pension Corporation (BCPC), and their actuaries to enroll SFU as a participating employer at the earliest appropriate time (BCCPP Enrolment Date). The parties agree that both the BCCPP Application Date and the BCCPP Enrolment Date are outside of the full control of the parties to determine, but

for purposes of this Letter of Agreement, the target BCCPP Enrolment Date will be March 1, 2021.

10. The parties agree that the timing of the BCCPP Application Date and the BCCPP Enrolment Date is subject to various actions, some of which are outside the control of the parties. These include:
  - a. The requirement for SFU to formally apply to join the BCCPP;
  - b. The requirement for the BCCPP's administrative team (BCPC on behalf of the BCCPP Board) to obtain and share an actuarial update of the Transition Costs (as described and defined in paragraphs below) associated with SFU joining the BCCPP, including the amount of the Transition Cost Lump Sum and the Transition Cost Contribution Percentage (each as described and defined in paragraphs below);
  - c. The actuarial update identifying the Transition Costs must be reviewed by and be acceptable to the parties;
  - d. Other terms and conditions that may be requested by the BCCPP in order for SFU's application to be accepted. The parties must be in agreement as to the acceptability of any such conditions;
  - e. The BCCPP's Board must accept SFU's application to join the BCCPP; and
  - f. If the application to join is accepted, the BCCPP Enrolment Date offered could be materially different from the target date identified above.
11. The parties desire to enroll SFUFA members in the BCCPP on a go-forward basis effective on the BCCPP Enrolment Date. Contributions to the BCCPP will commence to be paid, and pensionable service will commence to accrue in the BCCPP from that date. SFUFA members who are enrolled in the BCCPP effective on the BCCPP Enrolment Date will cease to be active members in SFU's current pension plan for academic staff ("SFU Academic Pension Plan"), and no further contributions will be made on their behalf into the SFU Academic Pension Plan from the BCCPP Enrolment Date. However, the parties acknowledge that certain SFUFA members may be ineligible to join the BCCPP due to age. These employees may remain as active members of the SFU Academic Pension Plan for so long as they are eligible by virtue of age and employment status under the terms of the SFU Academic Pension Plan.
12. SFUFA members' past service pension benefits will remain in the SFU Academic Pension Plan. However, the parties understand that the BCCPP permits its members to buy past service with an eligible employer on a voluntary basis, and that if SFUFA members wish to buy past SFU service, they will be permitted to use balances in the SFU Academic Plan to pay for a portion of that service, subject to applicable law and the terms of both the SFU Academic Pension Plan and the BCCPP.
13. SFU will maintain the SFU Academic Pension Plan for the duration of the collective agreement and will amend the plan in any manner as may be necessary to facilitate the pension transition described in this Letter of Agreement. Subject to the foregoing, the parties acknowledge that SFU will retain the power to terminate the SFU Academic Pension Plan or to merge it into another pension plan at its discretion, in accordance with the existing terms of the SFU Academic Pension Plan.

## Pension Transition Costs

14. The parties have received information from the BCPC identifying the kinds of costs and procedures that would be associated with SFU joining the BCCPP. Costs include regular contributions determined as a percentage of ‘salary’ as defined in the BCCPP to the BCCPP’s basic and inflation adjustment accounts payable by both participating employers and their participating employees. Costs would also include payments because of the unfunded liability that would be created when SFUFA members are enrolled in the BCCPP (the Transition Cost).
15. Most recently, the parties received an updated estimate of the Transition Cost from BCPC dated May 8, 2020. The document identifies several payment options. Among the options presented, the parties agree to pursue a 20-year amortization period with a down payment (the Transition Cost Lump Sum) of at least \$5 million. Further updated estimates may be made available to the parties between the date of the Letter of Agreement and the BCCPP Application Date, which may result in different options being available, and the parties agree that they may need to reconsider their preferred options if this occurs.
16. The 20-year “amortization period” for the payment of the Transition Cost into the BCCPP is the time from the BCCPP Enrolment Date to the date on which all Transition Costs are fully paid.
17. In accordance with the BCCPP option preferred by SFU and SFUFA, the Transition Cost Lump Sum would be payable by SFU on or about the BCCPP Enrolment Date with the balance of the Transition Cost paid through an additional contribution percentage (currently estimated by BCPC as 1.6% of ‘salary’ as defined in the BCCPP), half of which would be added on top of SFU contributions to the BCCPP and the other half on top of member contributions, in each case until the end of the amortization period (the Transition Cost Contribution Percentage).
18. The parties acknowledge that the final cost of the transition, including in particular, the total amount of the Transition Cost, the amount of the Transition Cost Lump Sum, and the Transition Cost Contribution Percentage, may not be known until after the BCCPP Enrolment Date, but the close estimate on which the parties will be expected to make a decision to proceed will be calculated by the BCCPP Board or BCPC on its behalf and made available to the parties after the BCCPP Application Date, and when calculated will be based on applicable data at that time and data anticipated to be accurate on the eventual BCCPP Enrolment Date. The parties also acknowledge that there may be other terms and conditions imposed on SFU on joining the BCCPP that will be determined by the BCCPP Board or by BCPC on its behalf and communicated to the parties after the execution of the collective agreement.
19. For greater certainty, the parties recognize that the actual cost of the transition to the BCCPP cannot be confirmed until after the application to join the BCCPP is submitted on the BCCPP Application Date. Furthermore, the parties agree that prior to the BCCPP Enrolment Date all costs and conditions associated with joining the BCCPP must be known and SFUFA must have the opportunity to ask SFU to withdraw the application if costs are too high.

## Funding Arrangements for Pension Transition

20. The parties agree that it is desirable that the collective agreement identify the sources of funding for the pension transition from within the overall compensation envelope and the manner in which the Transition Cost will be paid to BCCPP.
21. The parties acknowledge that the costs of participating in the BCCPP will exceed the costs of participating in the SFU Academic Pension Plan for both SFU and the SFUFA members, including both higher regular pension contributions and the Transition Costs.
22. The parties recognize that SFUFA members participating in the BCCPP will be paying their regular contributions and their portion of the Transition Cost Contribution Percentage in the form of tax-deductible pension contributions, which will be withheld at source from salary and remitted to the BCCPP by SFU.
23. The parties recognize that identifying the sources of funding for SFU's portion of the costs of the pension transition is more complex than for the SFUFA members, and as such the bulk of this pension proposal deals with SFU's portion. It is further recognized that SFU must have the ability to budget for and mitigate the costs and risks of the transition to the BCCPP for which SFU assumes a degree of funding risk that is outside of its ability to control, as SFU will have limited or no administrative control over the BCCPP.
24. SFU will be responsible for paying all regular contribution amounts required from participating employers in the BCCPP, from time to time. In addition, SFU will pay the Transition Cost Lump Sum and the employer half of the Transition Cost Contribution Percentage added on top of SFU's regular contributions to the BCCPP.
25. As a result of the higher contribution requirements to the BCCPP and in recognition of the defined benefit funding risks assumed by SFU as a participating employer in the BCCPP, the parties agree that SFU will be entitled to apply 0.4% of then current wages of the Residual from and after the BCCPP Enrolment Date to the regular employer costs of participating in the BCCPP.
26. Funding for the Transition Cost will include a combination of the timing of the GWI and the SDA, and in certain circumstances, other sources including the remainder of the Residual (as outlined in paragraph [30](#)).
27. The parties agree that deferral of the GWI distribution to the dates set out in paragraph [2](#) will generate cost savings within the SFU-SFUFA funding envelope which will be used to support the Transition Cost Lump Sum (most recently estimated to be \$5 million).
28. Any deferred GWI in excess of the Transition Cost Lump Sum will be placed in a reserve fund, along with any SDA and Residual accrued between July 1, 2019 and the BCCPP Enrolment Date. As previously agreed by the parties (and approved by PSEC), the SDA will be available on July 1 in 2019, 2020 and 2021. The cumulative SDA for the three years of the collective agreement, currently valued at 0.75% of total labour costs (0.25% per year), equates to 0.929% in current wages; and the Residual for each year of the collective agreement equates to 0.687% in current wages.
29. The parties agree that the reserve fund will be released to SFU in regular increments equal to the amounts SFU will be required to contribute to the BCCPP as its share of the

Transition Cost Contribution Percentage. Equivalent amounts will be released to and allocated among the SFUFA members as additional salary to offset the members' portion of the Transition Cost Contribution Percentage. However, the same amounts will be withheld from their salary and remitted as member contributions to the BCCPP. The release of reserve funds to SFU and SFUFA members will be timed to correspond to BCCPP contribution due dates, which may not be on the same dates for SFU and SFUFA members.

30. The parties agree that if the reserve fund described in paragraph [29](#) has been depleted before the end of the amortization period, additional funds will be reallocated from the compensation envelope to SFU for the payment by SFU and SFUFA members of their respective shares of the Transition Cost Contribution Percentage. The release and allocation of such additional funds between SFU and SFUFA members will be conducted as much as practicable in the same manner as reserve funds are released and allocated as described in paragraph [29](#). In the first calendar year during which the reserve fund is expected to be depleted, and in each subsequent calendar year, the additional funds that will be available for reallocation under this paragraph 30 will be determined as of January 1 based on costs and savings experienced in the previous calendar year and taking account of the PDR allocation (if necessary) for the new calendar year, as follows.
  - a. Monies accruing from the SDA and any portion of the Residual in excess of 0.4% of then current year's wages will be allocated first;
  - b. Any cost savings to SFU generated from earlier retirements in the previous year (see [Appendix D: Cost savings mechanism](#)) will be allocated second;
  - c. If funds from 30a and 30b in any given calendar year are insufficient, the PDR will be drawn down up to \$910 per faculty member, with such amounts being allocated third;
  - d. If funds from 30a, 30b, and 30c in any given calendar year are insufficient, the parties agree to implement a temporary levy applied to salaries of SFUFA members, administered on a percentage basis, to the extent necessary.
31. At the end of the 20-year amortization period:
  - a. Any Residual will be retained by SFU.
  - b. Any SDA will be bargained back into the collective agreement. If the 20-year transition period ends during the term of the collective agreement in force at the time, the parties will apply these monies temporarily to non-pension related benefit improvements, and then include these monies in the next round of collective bargaining.
  - c. There will be a final reconciliation of the cost savings from earlier than anticipated retirements, with any savings distributed as per [Appendix D: Cost savings mechanism](#). Following this, any further cost savings arising from earlier retirements will be retained by SFU.
32. All details of the final payment plan for the pension transition must be approved by PSEC. These terms must be ratified as part of the overall collective agreement by SFUFA members and the SFU Board of Governors.

33. The parties must reach an agreement regarding the terms and conditions of the transition to the BCCPP before SFU submits an application to join the BCCPP.
34. In the event that SFU's application to join the BCCPP is not accepted, the parties will apply the funds from the Mandate as follows:
  - a. The GWI will be applied on July 1 of each year of the three-year term of the collective agreement.
  - b. Any other funds flowing from the Mandate, including the full value of the Residual, will be utilized for member pension or non-pension benefits and/or professional development. Specific allocation will be negotiated between the parties on terms consistent with the SDA mandate.
35. The parties recognize that there may be cost savings associated with a decrease in the average age of retirement and that any savings due to changes in retirement age will be distributed according to [Appendix D: Cost savings mechanism](#).
36. The parties recognize that there may be expense increases or savings to SFU as a result of changes to the prevailing employer contribution rates imposed by the BCCPP board of trustees during the life of the 20-year amortization period. The parties agree that the upside and downside risks of such changes constitute risks that must be assumed by an employer that participates in a defined benefit pension plan and will accrue to the expense of, or benefit of, SFU. Similarly, changes to the prevailing employee contribution rates will accrue to the expense of or benefit of SFUFA members participating in the BCCPP.



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